REVISED AGENDA

Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, May 16, 2012
6:30 p.m. Regular Meeting
Golden West College Student Center
15744 Goldenwest Street, Huntington Beach, CA 92647

1.00 Preliminary Matters

- 1.01 Call to Order
- 1.02 Roll Call
- 1.03 Pledge of Allegiance Trustee Mary Hornbuckle
- 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 Public Acknowledgement of Students, Faculty and Staff Contributions to Congress to Campus 2012

1.06 Presentations and Ceremonial Resolutions

- 1.06.01 Ceremonial Resolutions
- a) Coast Community College District Ceremonial Resolution Honoring Student Trustee, Joe Venegas III
- b) Coast Community College District Ceremonial Resolution Honoring Monica DeKany, Golden West College Student and Secretary of the District Student Council
- c) Coast Community College District Ceremonial Resolution Honoring Orange Coast College Early Childhood Lab School
- d) Coast Community College District Ceremonial Resolution Honoring Golden West College Football Team

- e) Coast Community College District Ceremonial Resolution Honoring Golden West College Men's Water Polo Team
- f) Coast Community College District Ceremonial Resolution Honoring Golden West College Student Jacquelene Powell
- g) Coast Community College District Ceremonial Resolution Honoring Golden West College Student Jade Morton
- h) Coast Community College District Resolution #12-17 Proclaiming May 20-26, 2012 "Classified Employees Appreciation Week"
- 1.06.02 Acceptance of Retirements
- 1.07 Presentation by the Golden West College Writing Center
- 1.08 Budget Presentation by Vice Chancellor of Finance and Administrative Services, W. Andrew Dunn
- 2.00 Informative Reports
 - 2.01 Report from the Chancellor
 - 2.02 Reports from the Presidents
 - 2.03 Reports from the Presidents of Student Government Organizations
 - 2.04 Reports from the Academic Senate Presidents
 - 2.05 Reports from the Presidents of Employee Representative Groups
 - 2.06 Reports from the Board of Trustees
 - 2.07 Reports from the Board Committees and Review of Board Committee Meeting Dates
- 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 Opportunity for the Board of Trustees to Review Board Policy 2015, Student Trustee, Board of Trustees
 - 3.05 Board of Trustees' Self Evaluation Action Plan

CONSENT CALENDAR

4.00	Iravel
	4.01 DIS - Authorization for Administratively Approved Travel
	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
5.00	Curriculum Approval
	5.01 DIS - Curriculum Approval
6.00	Authorization for Student Trips
	6.01 OCC - Student Trips
7.00	Authorization for Special Projects
	7.01 CCC - Special Projects
	7.02 GWC - Special Projects
	7.03 OCC - Special Projects
8.00	Authorization to Apply for Funded Programs
	8.01 DIS - Authorization to Apply for Funded Programs
9.00	Authorization to Enter into Standard Telecourse Agreements
	9.01 CCC - Authorization to Enter into Standard Telecourse Agreements
10.00	Approval of Clinical Contracts
	10.01 OCC - Clinical Contracts
11.00	Approval of Standard Agreements
	11.01 CCC - Standard Agreements (Scope of Work)
12.00	Authorization for Purchase of Institutional Memberships
	12.01 DIS - Institutional Memberships
	12.02 OCC - Institutional Memberships
	12.03 CCC - Institutional Memberships
13.00	Authorization for Off-Campus Assignments
	13.01 OCC - Off-Campus Assignments
14.00	Authorization for Community Activities
	14.01 OCC - Community Activities

15.00	Additionization for Saining 1 rogitain			
	15.01 OCC - Sailing Program			
16.00	Personnel Items			
	16.01 DIS - Personnel Items			
	 a. Authorization for Changes in Assignments, Academic Staff b. Authorization for Schedule Changes, Classified Staff c. Authorization for Changes in Salary Schedules d. Authorization for Professional Experts e. Approval of Sabbatical Leave Requests f. Authorization for Monthly Travel Allowances 			
17.00	Authorization for Independent Contractors			
	17.01 CCC - Independent Contractors			
	17.02 GWC - Independent Contractors			
	17.03 OCC - Independent Contractors			
18.00	Authorization for Professional Development Program			
	18.01 DIS - Authorization for Professional Development			
19.00	Authorization for Staff Development			
	19.01 GWC - Staff Development			
20.00	Approval of Purchase Orders			
	20.01 DIS - Purchase Orders			
21.00	Ratification/ Approval of Checks			
	21.01 DIS - Ratification/Approval of Checks			
22.00	Check List for General Obligation Bond Fund			
	22.01 DIS - Check List for General Obligation Fund			
23.00	Authorization for Special Payments			
	23.01 DIS - Authorization for Special Payments			
DISCUSSION CALENDAR				
24.00	Approval of Agreements			

- 24.01 CCC Approval of Amendment to the Agreement for Contract Services between Jones International Inc. and the Coast Community College District to Extend Usage Rights for Media Waves: An Introduction to Mass Communication
- 24.02 GWC Approval of Non-Standard Agreement between Trustee of Concordia University and the Coast Community College District for Field Placement of University Students at Golden West College
- 24.03 OCC Approval of Non-Standard Agreement between PrestoSports and the Coast Community College District for the Purpose of Hosting Website for the Orange Coast College Athletic Department
- 24.04 OCC Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team
- 24.05 OCC Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team
- 24.06 CCC Approval of Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation and Faculty Development Services
- 24.07 CCC Approval of Amendment to an Agreement between Bedford, Freeman & Worth Publishing Group, COMAP, Inc., and the Coast Community College District to Extend the Agreement and Include Schedule A
- 24.08 CCC Approval of Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services
- 24.09 DIS Approval of Employment Agreement, Dean of Kinesiology and Athletics, OCC
- 24.10 DIS Authorization to Approve Amendment to Educational Administrator Employment Agreement to Include Implementation of Up To Seven Furlough Days for the Fiscal Year 2012-2013
- 24.11 DIS Approval of Employment Agreement, Dean of Enrollment Services, OCC
- 25.00 Buildings and Grounds Approvals
 - 25.01 DIS Approval of Addendum No. 1; Willdan Geotechnical for Material Testing and Special Inspection Services; Coastline Community College Newport Beach Learning Center
 - 25.02 DIS Approval of Standard Professional Services Agreement for Public Private Ventures, Inc. ("PPV") to Provide Advisory Services for Asset Management of District Owned Land, RFP #2004

25.03 DIS - Authorization to Contract with Tangram Business Interiors, Inc. for the Coastline Community College Newport Beach Learning Center for Fixtures and Furnishing for the Science Labs Using the California State University Contract 11Z03183 for Contract Pricing

26.00 General Items of Business

- 26.01 GWC Independent Contractors
- 26.02 DIS Authorization to Accept Dividends from the Coast Community College Enterprise, Inc., and to Support the Enterprise Corporation's Petition to the District Foundation to Transfer its Dividends of \$75,000 and \$50,000 to the Coast Community College District for the Purpose of Information Related to a Capital Bond Campaign and to Classes at Orange Coast College
- 26.03 DIS Request Funds from the Coast Community College District Enterprise, Inc. for Restoration of Student Classes Within the Coast Community College District
- 26.04 DIS Approve the Agreement between Ellucian (formerly SunGard Higher Education Inc.) and Coast Community College District to Amend the Software License and Services Master Agreement to Include DegreeWorks with TreQ; Related Services Work Order and Implementation Costs
- 26.05 DIS Approval of Revision to the Fall 2012 Academic Calendar and Administrative Holiday Schedule
- 26,06 DIS Authorization to Amend Authorized Amounts for Outside Legal Services Provided to the District
- 26.07 DIS Authorization to Amend Agreement with Lew Edwards Group for Additional Informational Distribution Consulting Services for Exploration of a Potential 2012 General Obligation Bond Measure

27.00 Resolutions

- 27.01 Adoption of Resolution and Order #12-16 of Biennial Trustee Election and Specifications of the Election Order
- 27.02 Adoption of Resolution #12-18 of the Board of Trustees for Classified Management Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds
- 27.03 Adoption of Resolution #12-20 of the Board of Trustees for Confidential Employee Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds
- 27.04 Adoption of Resolution #12-19 of the Board of Trustees Supporting Governor Edmund G. Brown Jr.'s "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment" Proposed Ballot Initiative

28.00 Approval of Minutes

28.01 DIS - Approval of Minutes

29.00 Close of Meeting

29.01 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.

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29.02 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
- Part-time Faculty
- 5. Educational Administrators
 - a. Dean of Kinesiology and Athletics
 - b. Dean of Enrollment Services
- 6. Classified Management
- 7. Classified Staff
 - a. Administrative Assistant to the Vice President
 - b. Secretary, Senior
- 8. Reclassification and Reorganization/Reassignment
- 9. Classified Temporary Assignments
 - a. Child Development Specialist
 - b. Accounting Assistant III
 - c. Special Assignment
 - d. Maintenance and Operations Lead
 - e. Staff Assistant, Sr.
 - f. Administrative Director of Information Technology
 - g. Custodian/Grounds Maintenance Supervisor
 - h. Applications Project Coordinator
 - i. Educational & Grant Services Coordinator
 - j. Instructional Food Service Manager
- 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 Negotiator: 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

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

Scott Hays vs. Michael Mandelkern, Orange County Superior Court Case No.

30-2012-00584220-SC

e. 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
- 29.03 Reconvene Regular Meeting
- 29.04 Report of Action from Closed Session (if any)
- 29.05 Adjournment

PRELIMINARY MATTERS

(White Pages)

Wednesday, May 16, 2012 Regular Meeting 2012

1. Preliminary Matters

Subject 1.01 - 1.08 Preliminary Matters

Meeting May 16, 2012 - Regular Meeting 2012

Category 1. Preliminary Matters

Access Public

Type Preliminary Matters

1.01 Call to Order at 6:30 p.m. Golden West College Student Center

1.02 Roll Call

1.03 Pledge of Allegiance - Trustee Mary Hornbuckle

1.04 Public Comment (Open Session)

1.05 Public Acknowledgement of Students, Faculty and Staff Contributions to Congress to Campus 2012

1.06 Presentations and Ceremonial Resolutions

1.06.01 Ceremonial Resolutions

a) Coast Community College District Ceremonial Resolution Honoring Student Trustee, Joe Venegas III

Whereas, Joe Venegas III has attended the Coast Community College District as a student since 2010; and

Whereas, Joe Venegas III was appointed as the Board's Student Trustee in May 2011; and

Whereas, Joe Venegas III has provided strong and dedicated leadership as Chair of the District Student Council, including development of revisions to Board of Trustees' policies related to the Student Code of Conduct; and

Whereas, Joe Venegas III participated on the Orange Coast College National Debate Team in 2012 and won a Bronze Award for Parliamentary Debate; and

Whereas, Joe Venegas III has proactively lobbied local, state and federal legislators on behalf of the students of the Coast Community College District, and helped plan and organize the 2012 Congress to Campus program; and

Whereas, Joe Venegas III provided leadership and guidance to his fellow student leaders during the March 2012 District Student Council Lobby Day in Sacramento; and

Whereas, Joe Venegas III managed and oversaw the selection of the search process for the 2012-13 Student

Trustee, participated on the Search Committee for the Vice Chancellor of Educational Services & Technology, and was appointed to serve on the Board of Directors for the Coast Community College District Enterprise Corporation; and

Whereas, Joe Venegas III has served the community as an Eagle Scout, Order of the Arrow Wiatava Lodge Chief, a volunteer at Catholic Worker Isaiah House and Staff Umpire for District 30 Little League.

Now Therefore be it Resolved, on this day, the sixteenth day of May, in the year two thousand and twelve, the Board of Trustees of the Coast Community College District hereby acknowledges Joe Venegas III for his many great works as the 2011-2012 Student Trustee and for his service and dedication to the students of the Coast Community College District.

- b) Coast Community College District Ceremonial Resolution Honoring Monica DeKany, Golden West College Student and Secretary of the District Student Council
- c) Coast Community College District Ceremonial Resolution Honoring Orange Coast College Early Childhood Lab School

Whereas, the Orange Coast College Early Childhood Lab School celebrated its 25th anniversary on April 21, 2012; and

Whereas, children from more than 3,000 families have attended the lab school since it opened in 1987; and

Whereas, the purpose of this Lab School is to provide a setting in which college students may observe and learn to be teachers of younger and older preschool children; and

Whereas, the Early Childhood Preschool works with approximately 35 families each year, and up to 25 students complete practicum training and field work there each semester. Students who complete Orange Coast College's Early Childhood Education program then transfer to four year universities or begin careers as preschool educators; and

Whereas, because of its high standards, the Lab School has been recognized as a leader in preschool education, and recognized by "Success by 6" as a 5 Star Program; and

Whereas, four of the ten staff members – Mary Belcher, Program Coordinator, April Stilson, Child Development Specialist, Suzanne Jaglowski, Director, and LuAnne Venhan, Assistant Director - have been with the Lab School since it opened its doors.

Now, Therefore Be It Resolved, that on this day, the sixteenth day of May 2012, the Board of Trustees of the Coast Community College District hereby recognizes the efforts and accomplishments of the Lab School faculty and staff for all they do for staff, students, parents and children.

- d) Coast Community College District Ceremonial Resolution Honoring Golden West College Football Team
- e) Coast Community College District Ceremonial Resolution Honoring Golden West College Men's Water Polo Team
- f) Coast Community College District Ceremonial Resolution Honoring Golden West College Student Jacquelene Powell
- g) Coast Community College District Ceremonial Resolution Honoring Golden West College Student

Jade Morton

h) Coast Community College District Resolution #12-17 Proclaiming May 20-26, 2012 "Classified Employees Appreciation Week"

Whereas, the week of May 20-26, 2012 is recognized as "Classified Employees Appreciation Week" by the State of California; and

Whereas, the Coast Community College District recognizes that classified employees are an integral component to the success of California's Community Colleges; and

Whereas, classified employees provide valuable services to the students of the Coast Community College District; and

Whereas, the Coast Community College District acknowledges the many contributions made toward the welfare and safety of the students of the Coast Community College District by the classified employees; and

Whereas, classified employees at the Coast Community College District strive for excellence in all areas relative to the educational community.

Now, Therefore, Be It Resolved, that the Coast Community College District Board of Trustees hereby recognizes and commends the contributions of the classified employees to quality education in the State of California and in the Coast Community College District, and proclaims the week of May 20-26, 2012, as "Classified Employees Appreciation Week" in the Coast Community College District.

1.06.02 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

Hollinden, Jody, GWC, Instructor, retirement effective 6/31/12 Taylor, Margaret, CCC, Instructor, retirement effective 5/28/12

Classified Management

Waldfogel, Donna, DIS, Admin Director of Human Resources, retirement effective 7/1/12

Jody Hollinden

Whereas, Jody Hollinden, Instructor-Coordinator for Students with Intellectual Disabilities (ID) is retiring from Coastline Community College after more than thirty-one years, effective June 31, 2012; and

Whereas, Jody Hollinden began as an instructional aide at Fairview Developmental Center. She also worked as an on-call staff in the admissions and records department, and worked in Coastline's Community Services department; and

Whereas, Jody Hollinden soon became a part-time faculty member in Special Programs, subject specialist, a full-time department chair for students with developmental delays, and then became the instructor-coordinator for the ID Program; and

Whereas, Jody Hollinden feels that it has been such fun, a privilege and an honor to serve students with intellectual disabilities, their families and the wonderful faculty who do such a terrific job. The years have flown by and the program has flourished greatly, and Jody Hollinden is proud to have been a part of the tremendous ID team; and

Whereas, in retirement, Jody Hollinden and her husband, Mike, will complete the remodel of their home, and she will enjoy time to visit family and friends, read good books, garden, and volunteer at a local food bank or no-kill animal shelter.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Jody Hollinden 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 Jody Hollinden on this day, the sixteenth day of May in the year 2012.

Margaret Taylor

Whereas, Margaret (Marg) Taylor, Professor and Department Chair, Business Computing, is retiring from Coastline Community College effective May 28, 2012, after 35 full time years; and

Whereas, Margaret Taylor began teaching in the CETA Program in 1976, touching the lives of thousands of students, including incarcerated and military students, teaching them business English, keyboarding, data entry, work processing, office organization and customer service soft skills, and helped them achieve Office Support Specialist certificates and Associate of Arts degrees; and

Whereas, Margaret Taylor was a member of the Coastline Community College Scholarship Committee, provides the Bobbie Smith scholarship, and has served on the Coastline Curriculum Committee, Business Computing Advisory Committee, Business Education Statewide Advisory Committee Board, and the Coastline Professional Development Committee; and

Whereas, Margaret Taylor received her Associate of Arts degree from Victor Valley College, a Bachelor of Vocational Education degree from California State University, Long Beach, was a recipient of the NISOD Teaching Excellence Award, was runner-up as Orange County Community College Teacher of the Year, and selected twice as Coastline's Teacher of the Year; and

Whereas, Margaret Taylor has followed her passion for teaching, and is proud to have been part of a congenial, student-centered, customer-orientated college.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Margaret Taylor 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 Taylor on this day, the sixteenth day of May in the year 2012.

Donna Waldfogel

Whereas, Donna Waldfogel, Administrative Director, Human Resources, is retiring from the Coast Community College District effective July 1, 2012; and

Whereas, Donna Waldfogel joined the District in January 1999 as Secretary of the Board/Assistant to the Chancellor. In this governance role, Donna Waldfogel was instrumental in streamlining the agenda process, participated in the Mandated Cost Reimbursement program, developed and revised several Board policies and organized the annual service awards; and

Whereas, in August 2005, after receiving her Masters Degree in Organizational Leadership from Chapman University, Donna Waldfogel transitioned into Human Resources as the Director of Human Resources. In this role, Donna Waldfogel played an integral part in negotiations, re-shaped the professional development application process for the Coast District Management Association, helped restructure the management evaluation process and implemented several District-wide training programs; and

Whereas, Donna Waldfogel also served on the District-wide Reclassification Committee and, most recently on the District's Hiring Policy Task Force. She has been invaluable to two Vice Chancellors of Human Resources, especially during the extended absence of the current Vice Chancellor. She is known for her superior communication skills, has led by example and has influenced many positive outcomes at the District. She will enjoy traveling and spending more time with her family in retirement.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Donna Waldfogel for her years of service to 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 Donna Waldfogel on this day, the sixteenth day of May in the year 2012.

- 1.07 Presentation by the Golden West College Writing Center
- 1.08 Budget Presentation by Vice Chancellor of Finance & Administrative Services, W. Andrew Dunn

GENERAL INFORMATION AND REPORTS

(White Pages)

2. Informative Reports

Subject 2.01 - 2.07 Informative Reports

Meeting May 16, 2012 - Regular Meeting 2012

Category 2. Informative Reports

Access Public

Type Informative Reports

2.01 Report from the Chancellor

Dr. Andrew Jones

2.02 Reports from the Presidents

Dr. Loretta Adrian, Coastline Community College

Dr. Dennis Harkins, Orange Coast College

Wes Bryan, Golden West College

2.03 Reports from the Presidents of Student Government Organizations

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

2.04 Reports from the Academic Senate Presidents

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

2.05 Reports from the Presidents of Employee Representative Groups

Ann Nicholson, Coast Federation of Classified Employees (CFCE)

John Dunham, Coast Community College Association-California Teachers Association/National

Education Association (CCCA-CTA/NEA)

Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

Christina Oja, Association of Confidential Employees (ACE)

Vince Rodriguez, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jim Moreno, Board President

Trustee Mary Hornbuckle, Board Vice President

Trustee Dr. Lorraine Prinsky, Board Clerk

Trustee Jerry Patterson

Trustee David A. Grant

Student Trustee Joe Venegas III

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

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

Career and Technical Education Committee, May 29, 2012 at 9:00 a.m., Board of Trustees' Conference Room

Audit and Budget Committee, June 12, 2012 at 3:30 p.m., Board of Trustees' Conference Room Land Development Committee, June 18, 2012 at 9:00 a.m., Board of Trustees' Conference Room Legislative Affairs Committee, June 21, 2012 at 3:30 p.m., Board of Trustees' Conference Room Personnel Committee, June 27, 2012 at 1:30 p.m., Board of Trustees' Conference Room Accreditation Committee, June 27, 2012 at 3:30 p.m., Board of Trustees' Conference Room

3. Matters for Review, Discussion and/or Action

Subject 3.01 - 3.05 Matters for Review, Discussion and/or Action

Meeting May 16, 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

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)

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 Opportunity for the Board of Trustees to Review Board Policy 2015 Student Trustee, Board of Trustees

After review by the District Student Council, the Board Clerk and Secretary of the Board, it is recommended by the Student Trustee that the Board review BP 2015, Student Trustee, Board of Trustees, as part of the legally required annual review exercise. (See Attachment #1)

3.05 Board of Trustees' Self-Evaluation Action Plan and Colleges' Accreditation Self-Evaluation Topics

A. Board of Trustees' Self-Evaluation Action Plan

At this time, the Board of Trustees shall have the opportunity to discuss the development of an Action Plan

with respect to its October 2011 Self-Evaluation. On October 17, 2011, the Board discussed its Self-Evaluation results. At its Study Session on March 21, 2012, the Board identified three areas of the Self-Evaluation that needed strengthening

* Instructional/Student Services Programs

Sufficient Time is set aside in Board Meetings for the discussion of the needs, goals, objectives of the instructional and student services program.

* Community and Government Relations

The Board keeps itself well informed about the educational needs of the community.

The Board makes provision for keeping the community well informed of the colleges' goals, activities and educational objectives.

The Board, at its Study Session on March 21, requested that the Self-Evaluation results be re-calculated to not include ratings with a score of "0". As a result of the adjustment to the ratings, the items in the Community and Government Relations areas are now all scored above "3" or "adequate."

B. Board of Trustee' Discussion of Colleges' Accreditation Self-Evaluation Topics

At this time, the Board of Trustees shall have the opportunity to discuss topics from the colleges' self-evaluation reports related to the 2013 Accreditation Site Visit from the Accrediting Commission for Community and Junior Colleges (ACCJC):

- Board Minutes Format
- Chancellor's Evaluation
- Board Resolution 11-15
- Separation of Board Policies and Procedures
- Board Code of Ethics
- Board Self-Evaluation

File Attachments

BP 2015 (010-2-14) Student Trustee Board of Trustees.pdf (10 KB)

5-16-12 Meeting.pdf (65 KB)

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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 16, 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.

April 26, 2012-May 9, 2012

Jesus J Alcala, Immigration Technicn (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 \$2,400, including a registration fee of \$880, travel by Air Coach, to be paid from International Students Program funds, Classified Professional Development Funds. The reason for this revision is to add a funding source. Revised Admin. Approval: 5/3/2012

Anh N Auduong, Fin Aid Accounting Analyst (CCCD), to attend the Women Hold Up Half The Sky, May 4, 2012, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$45, to be paid from ACA Admin. Cost Allowance.

Administrative Approval: 4/26/2012

Mary Avalos, Student Serv Coord (GWC), to attend the Student Senate General Assembly Spring 2012, April 27-29, 2012, Ontario, CA, without loss of salary, with reimbursement for allowable expenses of \$533, including a registration fee of \$195, to be paid from Advisor's Projects funds. The reason for this revision is to add lodging and to increase the allowed amount to \$533.

Revised Admin. Approval: 4/19/2012

Carol E Barnes, Counselor (OCC), to attend the Honors Transfer Council of California, April 20, 2012, Fullerton, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC Honors Funds - Ancillary Funds. The reason for this revision is location was changed to Fullerton from Riverside.

Revised Admin. Approval: 4/24/2012

Herbert M Cohen, Hourly Instructor (GWC), to attend the Apple World Wide Developers' Conference 2012, June 10-15, 2012, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$3,550, including a registration fee of \$1,600, travel by Air Coach, to be paid from IPD Conference funds 50-60%, VTEA/Perkins funds.

Administrative Approval: 5/3/2012

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 \$120, including a registration fee of \$75, to be paid from Health Fees. The reason for this revision is to add mileage and increase the total reimbursement.

Revised Admin. Approval: 4/23/2012

W. A Dunn III, Vice Chancellor (CCCD), to attend the Accreditation Special Visit to Palo Verde Community

College, May 2, 2012 - May 3, 2012, Blythe, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Administrative Approval: 4/27/2012

Yasmine A El-Gabry, FWKS Student Assistant 3 (OCC), to attend the California State Assembly Subcommittee on Education Finance Meeting, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, to be paid from Chancellor's Initiative Fund.

Administrative Approval: 4/23/2012

Lee W Gordon, Instructor (OCC), to attend the Bay Honors Consortium Honors Research Symposium, April 27 - 28, 2012, Berkeley, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$25, travel by Air Coach, to be paid from ASOCC Ancillary Funds. Submitted late for administrative approval due to late submission by attendee. Attendance is necessary to accompany Honors student presenters.

Administrative Approval: 4/24/2012

Janet M Houlihan, Vice President (GWC), to attend the Association of Chief Business Officials Spring Conference, May 20-23, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$285, travel by Air Coach, to be paid from Administrative Services Auxiliary funds. The reason administrative approval is requested is because hotel reservations need to be made before the next Board deadline.

Administrative Approval: 4/27/2012

Phuonganh T Le, Staff Asst-Spec Proj, Chnc Wng (CCCD), to attend the California State Assembly Subcommittee on Education Finance Meeting, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from Chancellor's Initiative Fund.

Administrative Approval: 4/23/2012

Dale R Lendrum, FWKS Student Assistant 3 (GWC), to attend the California State Assembly Subcommittee on Education Finance Meeting, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, to be paid from Chancellor's Initiative Fund. Administrative Approval: 4/23/2012

Alexandra M Mora, Student (OCC), to attend the California State Assembly Subcommittee on Education Finance Meeting, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, to be paid from Chancellor's Initiative Fund. Administrative Approval: 4/23/2012

Ngoc L Nguyen, Student (OCC), to attend the California State Assembly Subcommittee on Education Finance Meeting, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, to be paid from Chancellor's Initiative Fund.

Administrative Approval: 4/23/2012

Oscar Ortiz, Instructor (OCC), to attend the Environmental Protection Agency Lead Certification, May 23, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$240, including a registration fee of \$205, to be paid from CFE Contracted Full-Time Conference Funds. Already approved on Board Agenda for May 2, 2012; entered with incorrect control number (55958).

Administrative Approval: 5/3/2012

Vinta M Oviatt, Librarian (OCC), to attend the American Library Association Conference 2012, June 21 - 27, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$545, including a registration fee of \$200, to be paid from CFE Contracted PDI Full Time Conference Funds. The reason for this revision is to change the amount of reimbursement.

Revised Admin. Approval: 4/24/2012

Eliza N Rubenstein, Instructor (OCC), to attend the Chamber Singers Trip, May 1 - 6, 2012, New York, NY, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Ancillary Account. Submitted late for administrative approval due to late submittal.

Administrative Approval: 4/24/2012

Catherine H Tran, Student (OCC), to attend the California State Assembly Subcommittee on Education Finance Meeting, April 25, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$375, including travel by Air Coach, to be paid from Chancellor's Initiative Fund. Administrative Approval: 4/23/2012

Karen T Tran, Accounting Tech (CCCD), 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 Categorical Staff Dev.

Administrative Approval: 4/26/2012

Damian J Tsutsumida, Inst Assoc-Fine Arts (OCC), to attend the Pick Up Art from Phillip Ritterman, March 28, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$150, to be paid from ASOCC Ancillary Funds Submitted for administrative approval after-the-fact due to late receipt of paperwork.

Administrative Approval: 4/24/2012

Salena A Wakim, Hourly Instructor (OCC), to attend the Society for Anthropology in Community Colleges Annual Meeting, April 25 - 28, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$100, to be paid from CCA/CTA Professional Development Funds. The reason for this revision is to correct name of attendee.

Revised Admin. Approval: 4/24/2012

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

Meeting May 16, 2012 - Regular Meeting 2012

Category 4. Travel

Access Public

Type Consent

(1) Meetings for the Board of Trustees

Conrad J Moreno, Board Member (CCCD), to attend the California Community College Trustee Board meeting, June 14-17, 2012, Sacramento, CA, with no reimbursement authorized from District funds, to be paid from sponsoring agency. Reimbursement of mileage on personal auto in lieu of airfare not to exceed air coach fare equivalency.

(2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the Asian & Pacific Islander American Scholarship Fund Conference, June 18-24, 2012, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Title III and Sponsoring Organization. The reason for this revision is to correct travel and attendance dates.

Loretta P Adrian, President (CCC), to attend the Navy Recognition Ceremony/Graduation, May 30-June 1, 2012, Norfolk, VA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, to be paid from Military Contract Education ancillary funds.

Courtney A Anderson, Instructor (OCC), to attend the Pacific Southwest Collegiate Forensics Association Coaches Conference, September 7 - 9, 2012, Palm Desert, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from CFE Contracted Full-Time Conference Funds.

Gail S Call, Instructor (GWC), to attend the American Institute of Floral Designers Miami Symposium 2012 "Caliente", July 9-17, 2012, Miami, FL, without loss of salary, with reimbursement for allowable expenses of \$3,076, including a registration fee of \$876, travel by Air Coach, rental car and insurance, to be paid from VTEA/Perkins funds, IPD Conference funds, VP IPD Conference funds.

Rachel Cervantes, Adm/Records Tech 3 (CCC), to attend the National Association of Veteran Program Administrators 37th Annual Conference, October 7-11, 2012, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$2,332, including a registration fee of \$275, travel by Air Coach, to be paid from Veterans Program. The reason for this revision is to correct the budget number.

Adele Dick, Adm/Records Tech 3 (GWC), to attend the 2012 Annual Western Association of Veterans Education Specialists, July 7-11, 2012, Oklahoma City, OK, without loss of salary, with reimbursement for allowable expenses of \$1,800, including a registration fee of \$325, travel by Air Coach, to be paid from Veterans Trust Account.

Joycelyn M Groot, Dean Mil/Corp & Comm Pro (CCC), to attend the Military Recognition Ceremony 2012, June 8, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Ancillary funds.

Joycelyn Groot, Dean, Mil/Cont Educ Prog (CCC), to attend Navy Recognition Ceremony/Graduation, May 30-June 1, 2012, Norfolk, VA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including travel by Air Coach, to be paid from Contract Education Ancillary funds.

Pedro J Gutierrez, Instructor (CCC), to attend the Academic Senate for California Community Colleges

Faculty Leadership Institute, June 14-16, 2012, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$850, including a registration fee of \$725, to be paid from PDI Conference and Workshop Funds, Academic Senate Conference Funds.

Deborah D Hirsh, Vice Chancellor (DIST), to attend the American Association of Community Colleges Annual Convention, April 20- 24, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$2,310, including a registration fee of \$835, travel by Air Coach, to be paid from Management Conference. The reason for this revision is because the costs of airfare and transportation fees were underestimated.

Andrew C Jones, Chancellor (CCCD), to attend the NAFSA Association of International Educators 2012 Annual Conference and Expo, May 28 - June 2, 2012, Houston, TX, without loss of salary, with reimbursement for actual expenses for meals, rental car and rental car insurance only, to be paid from Chancellor's Conference funds. All other expenses to be paid by personal funds.

Deanna M Kirchen, Instructor (GWC), to attend the Online Teaching Conference 2012, June 12-15, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$375, travel by Air Coach, rental car and insurance, to be paid from IPD AFT Conference Funds, VP IPD Conference funds.

Benjamin J Lohman, Instructor (OCC), to attend the Pacific Southwest Collegiate Forensics Association, September 7 - 9, 2012, Palm Desert, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from CFE Contracted Full-Time Conference Funds.

Michelle K Ma, Dir Mktg & Pub Rel (CCC), to attend the Community College Public Relations Organization (CCPRO) Conference, April 18-20, 2012, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$850, including a registration fee of \$250, to be paid from Contract Education Ancillary College Support funds. The reason for this revision is to include registration fee and increase reimbursement by \$65.

Eva N Marinotti, Temp Instructor (GWC), to attend the National League for Nursing Education Summit, September 19-20, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$1,150, including a registration fee of \$1,050, to be paid from IPD AFT Conference funds.

Nicholas D Mitchell, Instructor (GWC), to attend the Angelo Football Clinic, June 12-16, 2012, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$80, travel by Air Coach, rental car and insurance, to be paid from IPD AFT Conference funds.

Kevin A Myers, Instructor (OCC), to attend the Jingdezhen Porcelain Center, September 4 - 14, 2012, Janqxi Province, China without loss of salary, with reimbursement for allowable expenses of \$1,600, including travel by Air Coach, to be paid from CFE Contracted Full-Time Conference Funds.

Eva F Potts, Instructor (GWC), to attend the Opening Doors to Leadership: Purpose Power Passion, September 20-22, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$850, including a registration fee of \$750, to be paid from IPD AFT Conference funds.

Stephani A Rogers, Mil/Cont Ed Tech III (CCC), to attend the 2012 Sustainability Awareness Fair at Seal Beach Naval Weapons Station, May 24, 2012, Seal Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$75, to be paid from Contract Education Ancillary funds.

Miriam M Somoano, Hourly Instructor (GWC), to attend the American Institute of Floral Designers Miami Symposium 2012 "Caliente", July 9-17, 2012, Miami, FL, without loss of salary, with reimbursement for allowable expenses of \$2,876, including a registration fee of \$876, travel by Air Coach, rental car and

insurance, to be paid from VTEA/Perkins funds, CCA Professional Development Funds, VTEA/Perkins funds.

Charles E Stansbury, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 12-15, 2012, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

Christopher L Thompson, Hourly Instructor (GWC), to attend the Angelo Football Clinic, June 12-15, 2012, San Angelo, TX, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$80, travel by Air Coach, to be paid from CCA Conference Funds.

Daniela A Thompson, Payroll Systems Manager (CCCD), to attend the Association of Chief Business Officials Spring Conference, May 21, 2012 - May 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 General Fund.

Son K Vo, Hourly Instructor (CCC), to attend the Responding to the 21st Century Demands for Educational Leadership and Management in Higher Education, June 21-July 2, 2012, Ho Chi Minh City, Vietnam without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$200, travel by Air Coach, to be paid from PDI Conference and Workshop Funds.

Michelle R Wild, Instr/Coord (CCC), to attend the California Statewide Collaborative for Military Families, May 29, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$250, including travel by Air Coach, to be paid from AB77 Categorical Funds.

5. Curriculum Approval

Subject

5.01 DIS - Curriculum Approval

Meeting

May 16, 2012 - Regular Meeting 2012

Category

5. Curriculum Approval

Access

Public

Туре

Consent

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

File Attachments

Curriculum.docx (28 KB)

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>Automotive G141 – Automotive Chassis: Steering & Suspension</u>

Repeatability: Two times

One time Grading method: Letter Grade Student Option Semester hours: 72 lecture, 54 lab 66 lecture, 44 lab

Units: 5 units 4.5 units

Automotive G151 - Automatic Transmissions and Transaxles

Grading method: Letter Grade Student Option Semester hours: 63 lecture, 54 lab 55 lecture, 70 lab

Units: 4.5 units 4.0 units

Automotive G160 - Heating and Air Conditioning

Semester hours: 63 lecture, 27 lab 60 lecture, 40 lab

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

ART C111A	Three Dimensional Form
ART C111B	Three Dimensional Form
ART C117	Life Drawing
ART C119	Applied Sketching
ART C123	Perspective Drawing
ART C126	The Portraiture of Frida Kahlo
ART C128	Survey of Watercolor
ART C160	Sculpture 1
ART C161	Sculpture 2
ART C223	Figure Painting 1
ART C224	Figure Painting
BC C214	Advanced Office Administration
COMP C076	East Elements: Working with Pictures
CST C150	NetWare Administration
DANC C101	Modern Dance (AD)
DANC C102	Perform Studies in Modern Dance (AD)
DANC C122	Commercial Video Performance Styles

DANC C126	Introduction to Percussive Dance (AD)
DANC C150	Improvisation (AB)
DANC C259	Modern Dance Repertoire (AD)

Golden West College

Effective Fall 2012

NURS G205 Nursing Practicum NURS G210 Nursing Practicum

Course Suspensions:

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

Coastline College

Effective Fall 2012

ART C150A	Ceramics 1
ART C150B	Ceramics 2
ART C194	Comp Animation: 3D Motion Graphics
ART C202	Introduction to Computer as Medium
ART C203	Graphic Design Principles
ART C206	Publication Design Using QuarkXPress
ART C209	Interactive Media
ART C211	Electronic Illustration
ART C224B	Figure Painting 2
ART C250A	Ceramics 3
ART C250B	Ceramics 4
ART C280	Figure Painting/Watercolor (AD)
BC C214	Advanced Office Administration
DGA C116C	Adobe Photoshop 3
LIBR C100	Introduction to the Virtual Library
SPED C460	Vocational Exploration
LAW C165	Contract and Tort Law

Golden West College

Effective Fall 2012

NURS G220 Advanced Physical Assessment for Nursing

6. Authorization for Student Trips

Subject 6.01 OCC - Student Trips

Meeting May 16, 2012 - Regular Meeting 2012

Category 6. Authorization for Student Trips

Access Public

Type Consent

Astronomy Club Trip

Location: Albuquerque, New Mexico

Dates: May 19 - 22, 2012

Department: OCC Astronomy Club

Cost/Purpose/Funding: Total Amount \$2,500; for travel, car rental, registration, hotel accommodations, ground transportation, meals, parking, supplies and miscellaneous expenses; Ancillary Funds, ASOCC funds,

club funds, fund raising, sponsorships, and personal funds.

Transportation: Air, District and personal vehicle.

7. Authorization for Special Projects

Subject 7.01 CCC - Special Projects

Meeting May 16, 2012 - Regular Meeting 2012

Category 7. Authorization for Special Projects

Access Public

Type Consent

Event Sponsorship: Think Tank Brain Symposium

Date: April 27-28, 2012 Location: Long Beach

Department: Special Programs and Services for the Disabled/ABI Program

Purpose: Outreach and Recognition/Sponsorship

Cost/Purpose: \$500/Silver Sponsorship

Funding Source: Special Programs Foundation funds (Late submission due to change in processing procedures.)

Event Sponsorship: 6th Annual Walk for Brain Injury Awareness

Date: March 24, 2012 Location: Huntington Beach

Department: Special Programs and Services for the Disabled/ABI Alumni Club.

Purpose: Support and Recognition/Sponsorship

Cost/Purpose: \$350/Sponsorship Funding Source: ASG ancillary funds

(Late submission due to change in processing procedures.)

Event Sponsorship: Navy Counselors Association Annual Professional Development and Training

Symposium.

Date: September 24-28, 2012

Location: Memphis, TN

Department: Military/Contract Education

Purpose: Outreach and Recognition/Sponsorship

Cost/Purpose: \$1,500/Gold Sponsorship (includes one display booth, one full conference registration, two

Meet & Greet tickets, one luncheon and banquet admission).

Funding Source: Contract Education ancillary funds

Event Sponsorship: Air Force Education Service Officers (ESO) Reunion Reception

Date: July 24, 2012

Location: MGM Grand in Las Vegas, Nevada Department: Military/Contract Education

Purpose: Sponsorship

Cost/Purpose: \$250 Sponsorship (includes sponsorship poster at entrance)

Funding Source: Contract Education ancillary funds

Subject 7.02 GWC - Special Projects

Meeting May 16, 2012 - Regular Meeting 2012

Category 7. Authorization for Special Projects

Access Public

Type Consent

Intercultural Program Cinco de Mayo Campus Celebration

Date(s): May 3, 2012

Department: Student Activities/Intercultural Program

Purpose: To provide the campus community with a cultural/art/musical event that will highlight the Mexican

holiday

Cost/purpose/funding source: \$400 for supplies, entertainment and giveaways from Intercultural Program

funds.

New Graduate RN Transition Programs

Date(s): July 1, 2012- October 31, 2012

Department: Health Professions/RHORC/HWI

Purpose: Coordinate and sponsor new grad programs at Golden West College, Saddleback College,

Riverside and Rio Hondo College

Cost/purpose/funding source: \$40,000 for program costs and materials from RHORC Trust or EWD/HWI

grant funds.

GLASA Allotment Award

Date(s): May 17, 2012

Department: Student Activities

Purpose: Allotment Awards for eight club members for club participation throughout the semester. Club

Advisor to submit names of award recipients to Student Activities Office.

Cost/purpose/funding source: \$1000 for allotments awards from GLASA funds.

"The Why Tour" Music Show Fundraiser

Date(s): April 20th, 2012

Department: EOPS/CARE/EFY

Purpose: To raise funds for Emancipated Foster Youth students

Cost/purpose/funding source: \$500 for refreshments, lodging for donor, sound technician and supplies from

Foster Youth account.

(Revision is to add lodging cost. Previous Board action: 10/5/11.)

Golden West College Gala 2012

Date(s): March 24, 2012 Department: Foundation

Purpose: Annual fundraising event

Cost/purpose/funding source: \$100,000 for facility rental, food, entertainment, auction services, auction items

including travel, goods, services, and alcohol, gift cards for silent auction and opportunity drawings,

opportunity drawing registration fee, wine and alcohol service at event, printing, payroll, and event planning meeting expenses from Foundation funds.

(Revision is to increase the cost from \$80,000. Previous Board action: 1/18/12.)

Battle of the Bands Competition

Date(s): March 15, 2012

Department: Student Activities

Purpose: Contest to encourage participation in campus life. Winner to perform at Earth Day Celebration.

Cost/purpose/funding source: \$570 for award, food and supplies from ASGWC funds.

(Revision is to add cost and increase amount. Previous Board action 1/18/12.)

Subject 7.03 OCC - Special Projects

Meeting May 16, 2012 - Regular Meeting 2012

Category 7. Authorization for Special Projects

Access Public

Type Consent

Student Film Screenings

Date: Spring Semester 2012

Department: Visual and Performing Arts/ Film Dept.

Purpose: Community and Student Outreach. Viewing and Discussion open to OCC Students and

community, moderated by film instructors.

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

Adult Transition Program Graduation

Date: June 11, 2012

Department: Adult Transition Program

Purpose: To recognize graduates of program

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

Annual Study, Work, and Travel Abroad Fair

Date: Fall 2012 and/or Spring 2013 semester.

Department: International Center

Purpose: The event is to provide options and to assist those students who are interested in studying,

working, and traveling abroad. Over 15 schools and organizations will be represented.

Cost/Purpose/Funding Source: Admission is free to all students, staff, faculty, and community members. Expenses to be paid from International Center funds, and participation fees paid by third party entities.

International Student Orientations

Date: 2012-2013 Academic Year.

Department: International Center

Purpose: to orient students to campus life and academic procedures

Cost/Purpose/Funding Source: Total amount not to exceed \$2,500. Food and refreshments to be provided by OCC Food Services or other approved vendors. Expenses to be paid from International Center funds.

Variety of On and Off-campus Activities for International Students

Date: 2012-2013 Academic Year **Department:** International Center

Purpose: including but not limited to entertainment, community service, speakers, meetings (including inviting school officials to the campus), recruitments, trips to various attractions, sports games, video-taping, movie nights, cultural dinners, and events.

Cost/Purpose/Funding Source: Expenses for these events for food, tickets, transportation, and other necessary items to be paid by participants and/or International Center funds to an amount of \$2,500. Transportation if required to be arranged through District or third party transportation companies.

Variety of On and Off-Campus Recruitment Projects

Date: 2012-2013 Academic Year
Department: International Students

Purpose: For prospective international students and individuals who accompany them, as well as meetings

with officials from other colleges and agencies with which we do business, in order to promote OCC, accommodate the intake of prospective students, and meet the needs of all international students/programs for the 2012-2013 academic year. Activities will include assisting and transporting students to OCC for campus tours, meetings with other students, completing the matriculation process, etc.

Cost/Purpose/Funding Source: Expenses to be paid via International Center funds to an amount not to exceed \$2,500. Transportation, if required, will be arranged by the District or other third party transportation companies.

Spirit of Ability End of the Year Meeting/Picnic and Kayaking trip

Date: May 11, 2012

Department: Special Services/ASOCC

Purpose: Final meeting of club for academic year to review year's accomplishments and plan for 2012/2013

year. Picnic will take place at the Newport Aquatics Center, 1 Whitecliffs Drive, Newport Beach

(949/646-7725) with a kayaking trip on Newport Harbor to follow. 1 pm to 4 pm.

Cost/Purpose/Funding Source: No cost to Campus

Yearly Parent and School Events

Date: 2012-2013 Academic Year

Department: Early Childhood Lab School

Purpose: The Early Childhood Lab School to host various parent and family events including parent-teacher conferences, orientations and tours, parent education meetings and events planned in coordination with the Parenteers, the parent support group, including, Friendship Lunch/Jamboree, End-of-the-Year Picnic, Dad's Day, Kindergarten Night, Literacy Night, A Celebration of Mothers, Teacher Appreciation Luncheons, Scholastic Book sales and parent appreciation gifts.

Cost/Purpose/Funding Source: Total amount \$700 per event to be paid from ancillary funds.

Monthly Staff Meetings/In-services

Date: 2012-2013 Academic Year

Department: Early Childhood Lab School

Purpose: Monthly staff meetings and trainings that include a working lunch

Cost/Purpose/Funding Source: Total amount \$3,000 for food and related expenses; to be paid from Lab

School ancillary funds.

Non-Violent Kingian Professional Development Workshop

Date: May 17 - June 30, 2012 Department: Staff Development

Purpose: To conduct training in non-violent conflict resolution for faculty and staff

Cost/Purpose/Funding Source: Total amount not to exceed \$7,500. Expenses to include travel, lodging, meals, training and advertising materials, and other supplies necessary for promotion and completion of

training.

REVISION TO PREVIOUS BOARD ACTION

OCC Honors Program Meetings and Events

Date: July 1, 2011 -June 30, 2012 Department: Academic Honors

Purpose: Student-centered events, meetings, and activities

Cost/Purpose/Funding Source: Total cost \$8,000 for supplies, advertising, printing, postage, prizes, venue admissions, film licensing, speakers' fees, refreshments, decorations, purchases of promotional/logo items, and other allowable expenses to be paid from Honors Program/ASOCC funds and

fundraising. Revised total cost \$13,000 adjusted to include end-of-year student/faculty event for graduating Honors Program students.

(Original Board approval at 7/20/11 Board meeting)

8. Authorization to Apply for Funded Programs

Subject 8.01 DIS - Authorization to Apply for Funded Programs

Meeting May 16, 2012 - Regular Meeting 2012

Category 8. Authorization to Apply for Funded Programs

Access Public

Type Consent

Authorization to Apply for Funded Programs

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

Coastline College has received funding for the California Department of Education (CDE) Workforce Investment Act, Title II: Adult Education and Family Literacy Act, English Literacy and Civics Education Program grant titled "EL Civics and Section 231 English as a Second Language (ESL)". EL Civics and ESL 231 target non-native English speakers and provide supplemental funding to support the adult education and literacy instruction necessary to serve California's adults. A second focus is to assist adults in mastering the civic institutions and citizenship preparation skills necessary to become successful participants in American society.

Fiscal Impact: This grant is formula driven, based on the number served the previous year and the Federal Budget allocation for Adult Education. Thus the award amount will only be known September or October if the project is approved for funding.

9. Authorization to Enter Into Standard Telecourse Agreements

Subject 9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

Meeting May 16, 2012 - Regular Meeting 2012

Category 9. Authorization to Enter Into Standard Telecourse Agreements

Access Public

Type Consent

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

ASTRONOMY: OBSERVATIONS AND THEORIES

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2012 - May 31, 2012

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Carroll Community College (MD)

Term of Agreement: May 29, 2012 - June 30, 2012

NILRC (IL)

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

Pima Community College (AZ)

Term of Agreement: July 1, 2012 - June 33, 2015

CYCLES OF LIFE: EXPLORING BIOLOGY Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2012 - May 31, 2012

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

Consortium of Distance Education (NJ)

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

INTERMEDIATE ALGEBRA: MODELING THE WORLD

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2012 - May 31, 2012

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

10. Approval of Clinical Contracts

Subject 10.01 OCC - Clinical Agreements

Meeting May 16, 2012 - Regular Meeting 2012

Category 10. Approval of Clinical Contracts

Access Public

Type Consent

Approval of Clinical Agreements

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

<u>NEW</u>

Robert Boniadi, DDS Standard Clinical Affiliation Agreement

Term: May 16, 2012 to April 30, 2017

Compensation: None

Costa Mesa, CA

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.

11. Approval of Standard Agreements

Subject 11.01 CCC - Approval of Standard Agreements (Scope of Work)

Meeting May 16, 2012 - Regular Meeting 2012

Category 11. Approval of Standard Agreements

Access Public

Type Consent

Approve District Standard Scope of Work #2012-72 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 # 2012-72 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Console Operators 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.

12. Authorization for Purchase of Institutional Memberships

Subject 12.01 DIS - Institutional Memberships

Meeting May 16, 2012 - Regular Meeting 2012

Category 12. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

RENEWAL

Name and Acronym: Orange County Business Council (OCBC)

Term of Membership: 2012-2013

Cost: \$5,000

Purpose: Supports the District's participation in OCBC Action Committees such as the Community College Working Group and the Workforce Development Committee; provides access to OCBC research department and publications; allows for participation in advocacy and government affairs; puts District listing on OCBC website and in publications; allows use of OCBC facility for meetings, and will allow co-sponsorship of CTE-related events.

Subject 12.02 OCC - Institutional Memberships

Meeting May 16, 2012 - Regular Meeting 2012

Category 12. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

RENEWAL

Name and Acronym: National Association of Foreign Student Advisors (NAFSA) Association of International Educators (AIE)

Terms of Membership: July 1, 2011-June 30, 2012.

Cost: \$1,520.

Purpose: Provides a resource for regulatory updates and changes pertinent to F-1 international students necessary for compliance with federal regulations. Lack of membership in AIE will disqualify the International Center staff to have access to important compliance resources.

Subject 12.03 CCC - Institutional Memberships

Meeting May 16, 2012 - Regular Meeting 2012

Category 12. Authorization for Purchase of Institutional Memberships

Access Public

Type Consent

RENEWAL

Name and Acronym: Association of Fundraising Professionals (AFP)

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

Cost: \$325

Purpose: Membership affiliates Coastline Foundation with other philanthropic professionals, providing

resources for ethical practices and effective fundraising.

Source of Funding: Foundation ancillary funds

Name and Acronym: Network of California Community College Foundations (NCCCF)

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

Cost: \$450

Purpose: Membership provides network and resource opportunities for Coastline Foundation with other

state-wide college foundations.

Source of Funding: Foundation ancillary funds

13. Authorization for Off-Campus Assignments

Subject 13.01 OCC - Off Campus Assignments

Meeting May 16, 2012 - Regular Meeting 2012

Category 13. 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: Michael G. Morvice Title: Staff Assistant, Senior

Organization: California Community College Student Affairs Association Board of Directors

Assignment: President-Elect **Term:** June 2012 - June 2013

14. Authorization for Community Activities

Subject 14.01 OCC - Community Activities

Meeting May 16, 2012 - Regular Meeting 2012

Category 14. Authorization for Community Activities

Access Public

Type Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of May 17 -- August 31, 2012. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERT

A SUMMER SUPPER – A SUMMER SHORE DINNER, Fee: \$50, plus \$15 materials fee payable to presenter, 3 hours. Presenter: Kim Allen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

A SUMMER VEGETARIAN DINNER, Fee: \$50, plus \$15 materials fee payable to presenter, 3 hours. Presenter: Kim Allen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ACCESSORIZING AND HOME STAGING – CREATING "WOW" IN YOUR HOME, Fee: \$199, plus \$8 materials fee payable to presenter, 20 hours. Presenters: Elsa Horn. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ACRYLIC PAINTING – IMPRESSIONIST TO CONTEMPORARY, Fee: \$119, 18 hours. Presenter: Krissann Shipley. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ALGEBRA REVIEW (7TH – 9TH GRADES), Fee: \$99, plus \$5 materials fee payable to presenter, 12 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ALCOHOL AND DRUG AWARENESS, Fee \$40.00, 8 hours. Presenter: Hector Chaparro, Rick Lopez and Dan Llorens. 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. Source of Funding: Community Education registration fees. (F)

ANGER MANAGEMENT FOR MEN-INTAKE SESSION, Fee \$50, 1 hour. Presenter: Jinice Beacon. Compensation equals 95% of the gross income. Source of Funding: Community Education registration fees. (P)

ANGER MANAGEMENT FOR MEN, Fee: \$0 - \$50 sliding scale, 15 hours. Presenter: Jinice Beacon.

Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

AUDITIONS MADE EASY – GET THAT PART!, Fee: \$45, 3 hours. Presenter: David Scaglione. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ADULT BEGINNING BALLET, Fee: \$99, 12 hours. Presenter: Kathy Kahn. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ADULT INTERMEDIATE BALLET, Fee: \$99, 12 hours. Presenter: Kathy Kahn. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

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

BALLROOM DANCING – JUST LIKE THE STARS!, Fee \$59, 12 hours. Presenter: Phil Famolaro. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BASICS OF SELF-DEFENSE, Fee \$46, 5 hours. Presenter: Dennis Morgan. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BEGINNING SEWING, Fee \$225, 24 hours. Presenter: Chris Amaral. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BELLY DANCE LEVEL I, Fee \$59, 6 hours. Presenter: Angelica Nemeth. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BELLY DANCE LEVEL II, Fee \$59, 6 hours. Presenter: Angelica Nemeth. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BLACKSMITHING FOR EVERYINE, Fee: \$225, plus \$25 materials fee payable to presenter, 24 hours. Presenter: Leland Means. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BRAIN FITNESS FOR KIDS, Fee: \$21, plus \$5 materials fee payable to presenter, 2.5 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

BUILD YOUR BUSINESS THROUGH NETWORKING AND COLD CALLING, Fee: \$49, 6 hours. Presenter: Greg Marshall. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CAREERS IN THE CULINARY ARTS, Fee: \$160, plus \$25 materials fee payable to presenter, 15 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CAREERS IN THE PACKAGE AND GRAPHIC DESIGN INDUSTRY, Fee: \$150, plus \$10 materials fee payable to presenter, 15 hours. Presenter: Chris Nielsen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

COOKING WITH BEER, Fee: \$50, plus \$15 materials fee payable to presenter, 3.5 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CREATIVE BALLOONING FOR KIDS, Fee: \$49, plus \$15 materials fee payable to presenter, 6 hours. Presenter: Dale Hoerth. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CREATIVE BLOGGING BASICS, Fee: \$125, 6 hours. Presenter: Katie Conner. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CREATIVE CAREERS – INTERIOR DESIGN, Fee: \$150, plus \$8 materials fee payable to presenter, 20 hours. Presenter: Christy Arakaki. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CRIME SCENE INVESTIGATION, Fee: \$140, plus \$10 materials fee payable to presenter. 15 hours. Presenter: Graceanne Johnson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: BASIC KNIFE SKILLS, Fee: \$45, plus \$10 materials fee payable to presenter, 2.5 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: GRILLIN' AND CHILLIN', Fee: \$50, plus \$15 materials fee payable to presenter, 3.5 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: HERBS, SPICES AND SEASONINGS, Fee: \$50, plus \$15 materials fee payable to presenter, 3 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

CULINARY BASICS: GLUTEN-FREE CUISINE, Fee: \$50, plus \$10 materials fee payable to presenter, 3 hours. Presenter: Bryce Benes. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration

fees. (P)

CULINOLOGY WORKSHOP SERIES – FOUNDATIONS IN FOOD SCIENCE, Fee: \$725 member of RCA/\$850 non-members, 24 hours. Presenter: Jill Golden. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

EASY AS PIE, Fee: \$50, plus \$15 materials fee payable to presenter, 3 hours. Presenter: Kim Allen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

ELECTRICITY FOR HOME IMPROVEMENT, Fee \$129, 12 hours. Presenter: Phil Famolaro. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

EXPLORE CAREERS IN FASHION, Fee: \$150, 16 hours. Presenters: Chris Amaral and Cheri Lawell. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

EXPRESSIVE ILLUSTRATION, Fee: \$199, plus \$25 materials fee payable to presenter, 30 hours. Presenter: Frank Dixon. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

FAST FUN FRENCH, Fee: \$59, 8 hours. Held at the Costa Mesa Senior Center. Presenter: Katherine Watson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

FOOD AND WINE PAIRING FUNDAMENTALS, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

FRACTIONS, Fee \$49, plus \$5 materials fee payable to presenter, 6 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

FRENCH CONVERSATION, INTERMEDIATE/ADVANCED, Fee: \$65, 21 hours. Presenter: Katherine Watson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GEOMETRY-PREVIEW/REVIEW, Fee: \$49, plus \$5 materials fee payable to presenter, 4.5 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GEOMETRY FOR KIDS, Fee: \$39, plus \$5 materials fee payable to presenter, 3 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GET INTO COLLEGE!, Fee \$74, plus \$75 materials fee payable to presenter, 5 hours. Presenter: Sue Maghy. Compensation equals 50% of the number of participants registered times the program fee minus

direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GREAT WINES OF CALIFORNIA, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GREAT WINES OF FRANCE, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

GREAT WINES OF SUMMER, Fee: \$35, plus \$20 materials fee payable to presenter, 2 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

HEALING FAMILY RELATIONSHIPS, Fee: \$59, plus \$18 materials fee payable to presenter, 2 hours. Presenter: Carisa Montooth. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

HIGH SCHOOL ESSAY WRITING FUNDAMENTALS, Fee: \$120, plus \$10 materials fee payable to presenter, 15 hours. Presenter: Lori Chlarson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

INDUSTRIAL WELDING LAB PRACTICE, Fee: \$375, 39 hours. Presenter: Richard Hutchison. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

INFECTION CONTROL – 8 HOUR BOARD APPROVED COURSE, Fee: \$225, 8 hours. Presenters: Joy Myers and Jennifer Rafferty. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

INTERIOR DESIGN PRESENTATION TECHNIQUES – FROM TRADITIONAL TO DIGITAL, Fee: \$199, plus \$8 materials fee payable to presenter, 20 hours. Presenters: Rene Kubiak and Charlene Reed. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

INTERMEDIATE SEWING, Fee \$225, 24 hours. Presenter: Donna Dickens. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

INTRODUCTION TO OPTITEX, Fee: \$225, 24 hours. Presenter: Stephanie Wolf. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

JOIN THE 100 MILE CLUB – BECOME A LOCOVORE!, Fee: \$50, plus \$15 materials fee payable to presenter, 3 hours. Presenter: Kim Allen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

JUJITSU BASICS, Fee: \$49, 9 hours. Presenter: William Wall. Compensation equals 100% of the proceeds to be retained by OCC Community Education. Source of Funding: Community Education registration fees. (P)

KIDS CHINESE 101-JOURNEY TO THE EAST, Fee: \$130, plus \$20 materials fee payable to presenter, 10 hours. Presenter: Amy Fu. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

KIDS DRAW MANGA, Fee: \$60, plus \$15 materials fee payable to presenter, 6 hours. Presenter: Krissann Shipley. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

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

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

MATH TRIX, Fee: \$21, plus \$5 materials fee payable to presenter, 3 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

MIXED MEDIA COLLAGE, Fee: \$139, plus \$15 materials fee payable to presenter, 15 hours. Presenter: Frank Dixon. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

OCC CHILDREN'S SWIM TEAM, Fee: \$255-\$305, 40 hours. Coordinator: Anthony lacopetti. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Presenters: Wyatt Walton and Bailey Shoenberger. Compensation will be paid at an hourly rate of \$14.00 per hour. Presenters: Melanie Larson, Natalie Bell, Pattie Channarong, Lindsay Ronce, Caitlyn Carralejo, Sean Koenig, Jacqueline Alex Garcia, Lisa MacManus, Daniel O'Neal, Lauren Randazzo, Mackenzie Baile, Alyssa Schrader, Calyn Walton, Conrad Trzeciecki, Lynn Simmons, Nelson Simmons, Chad Naughton, Shane Thomas, Shelby Elmore, Chantal Conley, Kristen Peters, Coral Koller, Dominique Conley, Nicole Buck, Erika Dowell and Kristen Peters. Compensation will be paid at an hourly rate of \$15 per hour. Presenter: Allison Simmons. Compensation will be paid at an hourly rate of \$17.50 per hour. Presenters: Teri Watson, Adam Lee, Cody Serrano, Dustin Serrano, and Yvette Ortiz. Compensation will be paid at an hourly rate of \$25 per hour. PE Department to receive a portion of the proceeds. Source of Funding: Community Education registration fees. (P)

OCC CO-ED SKILLS BASKETBALL CAMP, Fee: \$125, 15 hours. Presenters: Steve Spencer and Duy Tran. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Volunteer participants on file. Source of Funding: Community Education registration fees. (P)

OCC MASTER'S ADULT SWIMMING PROGRAM, Fee \$225.00, 250 hours. Coordinator: Keith Ryan. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Presenter: Kenny Bray. Compensation equals \$25 per hour for each hour worked. Source of Funding: Community Education registration fees. (P)

OCC PIRATE KIDS SPORTS AND RECREATION SUMMER ACADEMY, Fee: \$119- \$199, 35 hours. Coordinator: Jodie Legaspi. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Presenters: Duy Tran Compensation will be paid at an hourly rate of \$25 per hour. Presenter: Maddie Edwards, Nicolette Lujan, Simone Ibbotson, Bianca Carranza, John Joyce and Spencer Poston. Compensation will be paid at an hourly rate of \$10 per hour. Source of Funding: Community Education registration fees. (P)

OCC TRACK/SPEED AGILITY CLINIC, Fee: \$99, 22 hours. Presenters: Eric Dixon and Ian Jennings. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Volunteer participants on file. Source of Funding: Community Education registration fees. (P)

PERSONAL DESIGN AND INSPIRATION, Fee: \$125, plus \$25 materials fee payable to presenter, 12 hours. Presenters: Sandy Craig and Tara Smith. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

PHOTOSHOP FOR ARTIST, Fee: \$199, plus \$25 materials fee payable to presenter, 30 hours. Presenter: Frank Dixon. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

PIT AND FISSURE SEALANT CERTIFICATION, Fee \$450, 16 hours. Presenters: Joy Myer and Jennifer Rafferty. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

PLUSH TOY DESIGN, Fee: \$125, plus \$25 materials fee payable to presenter, 12 hours. Presenter: Shane Geil. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

PRE-ALGEBRA (4TH – 6TH GRADES), Fee: \$99, plus \$5 materials fee payable to presenter, 12 hours. Presenter: Brian Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

RECREATIONAL TABLE TENNIS, Fee: \$60, 120 hours. Presenter: Jeff Curlee. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

SERVESAFE MANAGERS CERTIFICATION COURSE, Fee: \$99, 14 hours. Presenter: Barbara Cooper. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

SEWING LAB, Fee: \$75, 12 hours. Presenter: Donna Dickens. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

SHOPPING THE "OC", Fee: \$150, 14 hours. Presenter: Michelle Craner. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

STUDY SKILLS, Fee: \$43.00, plus \$5 materials fee payable to presenter, 4.5 hours. Presenter: Brian

Clough. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

SUMMER HIP HOP INTENSIVE, Fee: \$139, 36 hours. Presenter: Kari Jensen. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

SUMMER SWIM LESSONS, Fees: \$59.00 per session, \$110 for private lessons. 4 – 5.5 hours. Coordinator: Anthony lacopetti. Orientation day for the swim program staff to be conducted by the coordinator and to be held before program begins. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Presenters: Pattie Channarong, Mackenzie Baile, Alyssa Schrader, Calyn Walton, Shane Thomas, Shelby Elmore, Wyatt Walton and Bailey Shoenberger. Compensation will be paid at an hourly rate of \$12 per hour. Presenters: Melanie Larson, Natalie Bell, Jacqueline Alex Garcia, Daniel O'Neil, Lindsay Ronce, Caitlyn Carralejo, Lisa MacManus, Lauren Randazzo, Nelson Simmons, Chad Naughton, Chantal Conley, Kristen Peters, Coral Koller, Dominique Conley, Nicole Buck, Erika Dowell and Kristen Peters. Compensation will be paid at an hourly rate of \$12.50 per hour. Presenters: Sean Koenig, Conrad Trzeciecki, and Lynn Simmons. Compensation will be paid at an hourly rate of \$15 per hour. Presenters: Allison Simmons. Compensation will be paid at an hourly rate of \$25 per hour. Presenters: Teri Watson, Adam Lee and Yvette Ortiz. Compensation will be paid at an hourly rate of \$25 per hour. PE Division to receive a portion of the proceeds. Source of Funding: Community Education registration fees. (P)

THE ART OF PUPPETRY, Fee: \$75, plus \$25 materials fee payable to presenter, 9 hours. Presenter: David Scaglione. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Source of Funding: Community Education registration fees. (P)

THE ARTIST'S WAY, Fee: \$99, plus \$10 materials fee payable to presenter, 12 hours. Presenter: Catherine Gardner. Compensation equals 50% tion registration fees

IC Name: Acting Express Productions

Services: Presenter for the BREAKING INTO TELEVISION AND FILM class, \$175 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.

Terms of Agreement: July 1 - August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Acting Express Productions

Services: Presenter for the CAREERS IN THE FILM INDUSTRY class, \$150, plus \$5 materials fee payable to presenter, 20 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: Acting Express Productions

Services: Presenter for the MAKE AN INDEPENDENT FILM! class, \$199 plus \$5 materials fee payable to presenter, 32 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: Acting Express Productions

Services: Presenter for the MODELING class, \$99 plus \$5 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: Acting Express Productions

Services: Presenter for the THEATRE GAMES class, \$99 plus \$5 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: Catherine Gardner Design

Services: Presenter for THE ARTIST'S WAY, Fee: \$99, plus \$10 materials fee, 12 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 17 - August 31, 2012

Source of Funding: Community Education registration fees

IC Name: Roberta Christensen

Services: Presenter for the WRITING YOUR 1ST BOOK class, Fee: \$35, plus \$15 materials fee payable to presenter, 1.75 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 payment to the presenter.

Terms of Agreement: May 17 - August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Roberta Christensen

Services: Presenter for the PUBLISHING YOUR 1ST BOOK class, Fee: \$35, plus \$15 materials fee payable to presenter, 1.75 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 payment to the presenter.

Terms of Agreement: May 17 - August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Coast Concierge Service Inc.

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 17 - August 31, 2012

Source of Funding: Community Education registration fees.

IC Name: Community Divorce Educational Institute, Inc.

Services: Presenter for DIVORCE OPTIONS, Fee: \$69, 4 hours, (F)

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

Community Education.

Terms of Agreement: July 1 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: Conquest Investigations and Security

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: Elizabeth Dion

Services: Presenter for the MAKE UP ARTIST CERTIFICATION class, Fee: \$345,18 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 17 – August 31, 2012 Source of Funding: Community Education registration fees.

IC Name: East Los Angeles College Foundation

Services: Presenter for the Jaime Escalante math Summer Intensive - Algebra I class, Fee: \$799, 140

hours. (F)

Payment Schedule/Compensation: Compensation equals \$125 per registered participant retained by OCC

Community Education and \$674 paid to East Los Angeles College Foundation.

Terms of Agreement: May 17 – June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: East Los Angeles College Foundation

Services: Presenter for the Jaime Escalante math Summer Intensive - Geometry class, Fee: \$799, 140

hours. (F)

Payment Schedule/Compensation: Compensation equals \$125 per registered participant retained by OCC

Community Education and \$674 paid to East Los Angeles College Foundation.

Terms of Agreement: May 17 - June 30, 2013

Source of Funding: Community Education registration fees.

IC Name: East Los Angeles College Foundation

Services: Presenter for the Jaime Escalante math Summer Intensive - Algebra II class, Fee: \$799, 140

hours. (F)

Payment Schedule/Compensation: Compensation equals \$125 per registered participant retained by OCC

Community Education and \$674 paid to East Los Angeles College Foundation.

Terms of Agreement: May 17 - June 30, 2013

Source of Funding: Community Education registration fees.

INSTITUTIONAL MEMBERSHIP

Association of Community and Continuing Education Membership (ACCE) - 2012-2013 - \$159.00

Membership provides up to date information on issues and best practices, quarterly journals, drive-in workshops, and conferences. ACCE also has a Legislative Analyst who keeps members up to date on

legislative and public policy issues, advocates for specific ACCE position and develops public policy on issues pertaining to Community Education and Continuing Education.						

15. Authorization for Sailing Program

Subject

15.01 OCC - Sailing Program

Meeting

May 16, 2012 - Regular Meeting 2012

Category

15. Authorization for Sailing Program

Access

Public

Type

Consent

OCC - Sailing Center

SCHOOL OF SAILING AND SEAMANSHIP - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of May 17, 2012 – June 30, 2013. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) = flat rate.

NEW BOARD ITEMS

PROFESSIONAL EXPERTS

Professional Expert: Richard Crowe

Professional Services:

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

2. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$47.94/hr

Funding Source: To be paid an amount not to exceed \$67,000 from Sailing Center or

Foundation Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Sheri Crowe

Professional Services:

- 1. To act as project manager for OCC vessels and provide general sailing program support.
- 2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
- 3. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$32.13/hr

Funding Source: To be paid an amount not to exceed \$45,000 from Sailing Center or

Foundation Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Victoria Hubbard

Professional Services: To provide program support, instructor support and assist with sailing

courses and marine projects.

Schedule: To be determined based on program needs.

Rate: \$25.70/hr

Funding Source: To be paid an amount not to exceed \$ \$38,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: David Lapham

Professional Services:

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

2. To perform specialized marine maintenance and electrical repair on OCC power vessels, other sailing center boats and miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$28.21 /hr

Funding Source: To be paid an amount not to exceed \$29,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: David Lee

Professional Services:

1. To perform specialized marine maintenance including installation and configuration of marine electronics aboard OCC vessels

Schedule: to be determined based on program needs.

Rate: \$40.00

Funding Source: To be paid an amount not to exceed \$3,000 from Sailing Center of

Foundation Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Katherine Sink-Pointer

Professional Services:

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

2. To perform specialized marine maintenance and repair on sailing center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$ 23.57 /hr

Funding Source: To be paid an amount not to exceed \$45,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Robert Profeta

Professional Services:

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

2. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$36.71/hr

Funding Source: To be paid an amount not to exceed \$20,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Gerald Sandahl

Professional Services:

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

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

Schedule: To be determined based on program needs.

Rate: \$ 32.19 /hr

Funding Source: To be paid an amount not to exceed \$20,000 from Sailing Center or

Foundation funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Mark Templin

Professional Services:

- 1. To perform specialized marine maintenance, painting and fiberglass repair on OCC vessels and donations to the program.
- 2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$ 36.72 /hr

Funding Source: To be paid an amount not to exceed \$54,000 from Sailing Center or

Foundation funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

Professional Expert: Bruce Tice

Professional Services:

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

2. To perform specialized marine maintenance and program support on sailing center boats, misc. donations to the program as well as Sailing Center construction and improvement projects.

Schedule: To be determined based on program needs.

Rate: \$39.43/hr

Funding Source: To be paid an amount not to exceed \$30,000 from Foundation or Sailing

Center Funds.

Contract Dates: Work to be performed between July 1, 2012 and June 30, 2013.

COAST CREW SUMMER CAMP, Fee \$150, 2 weeks, 20 hours

PRESENTERS: Paul Prioleau, Matthew Chapman, James Jorgensen, Robert Dalrymple, Brad

Lewis, Marcel Stiffey, Will Prioleau, James Long-Lerna (F)

INDEPENDENT CONTRACTOR

UNDER \$10,000

IC Name: Amtex Mfg & Supply Co., Inc.

Services: For the purpose of providing canvas repair to OCC sailing vessels.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is

completed. Contract amount \$8,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Bruce Brown & Associates

Services: for the purpose of providing instruction on the use of safety gear, flares, and liferafts

to students enrolled in OCC School of Sailing & Seamanship's U.S. Coast Guard licensing courses and Safety at Sea Seminar.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$3,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Coatal Resource Management Inc

Services To provide assistance with Eel Grass Mitigation, monitoring andCA Coastal Commission permits.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$6,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Elliot-Pattison Sailmakers

Services: Provide service and repair to torn & damaged Sailing Center Sails and Canvas AMEND Payment Schedule/Compensation: To be paid upon submittal of invoice as work is

completed. Contract amount \$5,000 for term of Contract. AMEND Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Gordon West Radio School

Services: Provide instruction for OCC's Marine Radio Operator's Permit Course. Payment Schedule/Compensation: To be paid upon submittal of invoice as work is

completed. Contract amount \$4,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

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

IC Name: Lohman's Yacht Service

Services: for the purpose of providing bottom cleaning services to sailing center boats and donations.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is

completed. Contract amount \$5,000 for term of Contract.

Term of Agreement: July 1, 2012-June 30, 2013.

Source of Funding: To be paid from Sailing Center Funds

16. Personnel Items

Subject

16.01 DIS - Personnel Items

Meeting

May 16, 2012 - Regular Meeting 2012

Category

16. Personnel Items

Access

Public

Type

Discussion

- a. Authorization for Changes in Assignments, Academic Staff
- b. Authorization for Schedule Changes, Classified Staff
- c. Authorization for Changes in Salary Schedules
- d. Authorization for Professional Experts
- e. Approval of Sabbatical Leave Requests
- f. Authorization for Monthly Travel Allowances

File Attachments

Open.pdf (20 KB)

PERSONNEL ITEMS

a. 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

Sudweeks, Sandra, GWC, Instructor, Reduced Load/Option, Pre-Retirement Program, 80% effective Fall 2012.

b. Authorization for Schedule Changes, Classified Staff

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

Name Barrel Barter	LOC	<u>Title</u>	From	<u>To</u>	Start Dt	End Dt
Bernard, Becky	occ	Secretary	62.5%	70.0%	08/01/12	06/30/13

c. Authorization for Changes in Salary Schedules

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

Classification	<u>Range</u>	<u>Changes</u>
Educational Administrator		
Dir, Accessibility Center for Education (ACE)	D-24	Range change/realignment effective 05/17/12

d. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

<u>Basnett, Patrick C.</u>, GWC, to produce monthly training video programs distributed via the web post portal, position required to meet requirements for the CA Commission for Police Officer Standards and Training contract with GWC, for the period 07/01/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 62 units per week for 50 weeks, compensation to be \$31,000.00, funding source is Post Case Law Today.

Gordon, Marcia A., GWC, to coordinate the crisis intervention training grant for law enforcement officers, for the period 07/01/12 to 06/30/13, to be paid at \$10.00 per unit, 76.0 units per week for 50 weeks, compensation to be \$38,000.00, funding source is Mental Health Grant.

<u>Leighton, John F.</u>, CCC, to research, develop, write and edit grant proposals for the Planning and Development department, for the period 07/01/12 to 09/30/12, to be paid by timecard at \$100.00 per unit, 10 units per week for 12 weeks, compensation to be \$12,00.00, funding source is General Fund.

Other Professional Experts

<u>Franco. Patricia</u>, DIST, to facilitate the plan "Congress to Campus," support the Secretary to the Board of Enterprise Corp and help complete its reorganization, support the accreditation policy review project, and support the reorganization of Trustee files project, for the period 07/01/12 to 09/30/12, to be paid by timecard at \$100.00 per unit, 6.173 units per week for 12 weeks, compensation to be \$7,408.00, funding source is approximately 90% General Funds and 10% Enterprise Funds.

<u>Lee, Kyung S.</u>, CCC, to provide technical support and faculty training for the MPICT & CCC ICT Collaborative Faculty Development, for the period 05/17/12 to 06/30/12, to be paid by timecard at \$100.00 per unit, 4.166 units per week for 6 weeks, compensation to be \$2,500.00, funding source is Categorical Funds.

Snyder, Thomas J., CCC, to serve as a Project Facilitator for the Title III AANAPISI (Asian American Native American Pacific Islander Serving Institution) Grant through the Grant Development Department, for the period 07/01/12 to 09/30/12, to be paid by timecard at \$100.00 per unit, 6.275 units per week for 12 weeks, compensation to be \$7,530.00, funding source is Categorical Funds.

<u>Sta Ana, Christine</u>, CCC, to sing at Coastline Community College graduation ceremony on 05/12/12, to be paid by timecard at \$10.00 per unit, 20 units per week for 1 week, compensation to be \$200.00, funding source is Commencement Expenses Account.

Revision to Previous Board Action

Raddavong. Buffie, CCC, to implement SharePoint content and serve as Web Unit Coordinator for the Contract Education Department, for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 50 units per week for 52 weeks, increase compensation from \$26,000.00 to \$34,000.00 due to increased hours for additional support, funding source is Ancillary Funded Program.

<u>Warren, Gregory</u>, GWC, to perform 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, 4.643 units per week for 14 weeks, increase compensation from \$2,500.00 to \$6,500.00 due to additional duties of collaborative meetings with grant partners and online course development, funding source is Community Based Job Training Grant.

e. Approval of Sabbatical Leave Requests

The following sabbatical leaves have been recommended by the appropriate College Sabbatical Leave Committees and the College Presidents. The cost of the recommended sabbaticals is within the funds provided for in the agreement between the Faculty Unit of the Coast Federation of Employees/American Federation of Teachers, Local 1911, and the Coast Community College District. After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the following sabbaticals be approved:

GOLDEN WEST COLLEGE

Sabbatical Leave Dates

Dickerson, Karen Remsburg-Shiroishi, Elizabeth

Fall 2012, Fall 2013 Fall 2012, Fall 2013

Revision to change Sabbatical dates

Scane, Daniella, OCC, change sabbatical from Fall 2012 to Spring 2013.

f. Authorization for Monthly Travel Allowances

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

<u>occ</u>

Niroumand, Madjid Dean of Enrollment Services

\$130 per mo

17. Authorization for Independent Contractors

Subject 17.01 CCC - Independent Contractors

Meeting May 16, 2012 - Regular Meeting 2012

Category 17. 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: Hughes, Richard Douglas

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

Payment Schedule/Compensation: \$12,480 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Kilby, Shelton

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

Payment Schedule/Compensation: \$18,432 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Lawson, Gloria

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

Payment Schedule/Compensation: \$27,648 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Lutz, Betty

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

Payment Schedule/Compensation: \$33,120 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Menges, Joel

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

Payment Schedule/Compensation: \$36,000 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds IC Name: Nakanishi, Katrina

Services: Contract Education Military Program outreach and support services on site at military installations. Payment Schedule/Compensation: \$22,176 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Reardon, Diane

Services: Contract Education Military Program outreach and support services on site at military installations. Payment Schedule/Compensation: \$38,016 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Wills, Kimberly

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

Payment Schedule/Compensation: \$32,256 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Davis, Rodderick

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

Payment Schedule/Compensation: \$12,672 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Shadday, Diana

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

Payment Schedule/Compensation: \$19,008 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Malone, Miranda

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

Payment Schedule/Compensation: \$34,272 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Williams, Lori

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

Payment Schedule/Compensation: \$26,496 paid in monthly increments, upon receipt and approval of

invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Ryther, Susan

Services: Instructional design services for the Chevron Products Company Master Services Agreement

(Board Approved: 2/3/10), SOW #2012-72, Console Operators.

Payment Schedule/Compensation: \$30,000 upon completion of project deliverables broken down into five

stages of completion.

Term of Agreement: May 17, 2012 - June 30, 2012

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

UNDER \$10,000

IC Name: Jefferson, Aaron

Services: Contract Education Military Program outreach and support services on site at military installations. Payment Schedule/Compensation: \$8,064 paid in monthly increments, upon receipt and approval of invoices.

Term of Agreement: July1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Flint, Foster

Services: Contract Education Military Program outreach and support services on site at military installations. Payment Schedule/Compensation: \$8,064 paid in monthly increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Jasinski, Cheryl

Services: Contract Education Military Program outreach and support services on site at military installations. Payment Schedule/Compensation: \$7,056 paid in monthly increments upon receipt and approval of invoices.

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: Contract Education ancillary funds

IC Name: Curtner, Danielle

Services: Provide help desk response for online courses licensed by Coast Learning Systems, Friday evening, Saturday, Sunday, and all Coast District paid holidays.

Payment Schedule/Compensation: \$12/hour prearranged and approved by the Director of Marketing and

Partnerships for a total contract amount of \$5000. Term of Agreement: July 1, 2012 – June 30, 2013

Source of Funding: ISD Escrow account

IC Name: Megill, David W.

Services: Instructional design and programming for six online courses distributed by Coast Learning

Systems.

Payment Schedule/Compensation: \$500/course upon completion, for a total contract amount of \$3000.

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

Source of Funding: ISD Escrow account

IC Name: Megill, Donald D.

Services: Instructional design and programming for six online courses distributed by Coast Learning

Systems.

Payment Schedule/Compensation: \$500/course upon completion, for a total contract amount of \$3000.

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

Source of Funding: ISD Escrow account

IC Name: Williams, Lori

Services: Contract Education Military Program outreach and support services onsite at military installations. Payment Schedule/Compensation: \$3,025 paid in two increments, upon receipt and approval of invoices.

Term of Agreement: May 17, 2012 – June 30, 2012 Source of Funding: Contract Education ancillary funds

REVISION TO PREVIOUS BOARD ACTION

UNDER \$10,000

IC Name: Cabanski, Frank

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

Payment Schedule/Compensation: 12 voice-over dialogues @ \$40/each, for a total revised contract of \$480.

(Revision is to increase the total contract by \$80. Prior Board Approval: 7/20/11).

Term of Agreement: May 17, 2012 - June 30, 2012

Source of Funding: ISD ancillary funds for Public Speaking course

IC Name: Wilcox, Susan A.

Services: Programming activities and reviewing Moodle lessons for the Online Public Speaking course. Payment Schedule/Compensation: 40 activities @ \$50/activity; nine lessons @ \$225/lesson, for a total revised contract of \$4,025. (Revision is to add additional assignment and increase total contract amount by

\$2,025. Prior Board Approval: 5/2/12).

Term of Agreement: May 17, 2012 – June 30, 2012

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

IC Name: Ehlert, Alycia Marie

Services: To review online lessons for the new Online Public Speaking course.

Payment Schedule/Compensation: Nine lessons @\$192.50/lesson; eight chapters @ \$150/chapter; two chapters @ \$100/chapter for a total revised contract of \$3,132.50 (Revision is to increase the total contract by

\$577.50. Prior Board Approval: 8/17/11)

Term of Agreement: May 17, 2011 - June 30, 2012

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

Subject 17.02 GWC - Independent Contractors

Meeting May 16, 2012 - Regular Meeting 2012

Category 17. Authorization for Independent Contractors

Access Public
Type Consent

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

UNDER \$10,000

IC Name: Hoang, Dai

Services: Performed musical set at campus Earth Day event

Payment Schedule/Compensation: \$500, to be paid upon completion of performance

Term of Agreement: April 24, 2012 Source of Funding: ASGWC funds

(The reason for late submission is the performer was not yet chosen before the last Board date.)

IC Name: Jauregui, Camille

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$4,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Collins, Kathleen

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$4,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Luna, Maridel

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$7,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Miller, Mary

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$2,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Hom, Stephanie

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$4,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Valenzuela, Sue

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$4,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds Subject 17.03 OCC - Independent Contractors

Meeting May 16, 2012 - Regular Meeting 2012

Category 17. Authorization for Independent Contractors

Access Public

Type Consent

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

UNDER \$10,000

Shickler, Renee

Services: Graphics for World Dance Celebration Concert

Department: Visual and Performing Arts-- Dance

Payment Schedule/Compensation: Total Contract Amount \$150

Term of Agreement: May 17, 2012 to May 18, 2012

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

Revision To Previous Board Action

Jump O'Rama Inflatables, Inc.

Services: Rental of inflatable obstacle course for College Fair

Department: ASOCC

Payment Schedule/Compensation: Total Contract Amount \$744. Revision to include an additional \$390 for a total contract amount of \$1,134 per the request from CCCD Risk Services for additional insurances.

Term of Agreement: April 25, 2012 - April 25, 2012. Revision to date of April 30, 2012 due to adverse

weather conditions.

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

Submitted after the fact due to item submission after agenda deadlines. (Original board action taken on April 4, 2012)

18. Authorization for Professional Development Program

Subject 18.01 DIS-Authorization for Professional Development

Meeting May 16, 2012 - Regular Meeting 2012

Category 18. Authorization for Professional Development Program

Access Public

Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
Kristen Le Staff Assistant District	BUS 495 Operations Research & Business Statistics CSUDH	4/02/12 05/28/12	892.33
David Dluzak Graphic Designer GWC	InDesign CS5 to EPUB, Kindle, and iPad Lynda.com	05/14/12 – 05/25/12	375.00
Paula Coker Staff Assistant CCC	SOC 203 Social Problems Ashford Univ	2/21/12 – 3/26/12	\$631.73
Pamela Drennen Accounting Tech/Military Dept CCC	Accounting Information Systems OCC	1/31/12 – 05/27/12	250.00
Rachel Martinez Instructional Associate OCC	EDS 281 Assessing Achievement in Adults w/Learning Disabilities	01/13/12 – 06/02/12	\$1,450.00
Javier Alcala GWC	Amendment to Board Item Dec. 14. PPA 575 Employee-Employer Relations Class was not offered Course PPA 512 Urban Executive Management was taken in its place. CSULB	1/07/11 02/25/12	\$1,500.00

19. Authorization for Staff Development

Subject 19.01 GWC - Staff Development

Meeting Máy 16, 2012 - Regular Meeting 2012

Category 19. Authorization for Staff Development

Access Public

Type Consent

Staff Development Activities Date(s): May-August 2012

Purpose: Staff Development activities, such as meetings, motivational speakers, etc.

Cost/Purpose/Funding Source: \$200 for refreshments from Staff Development Foundation funds.

20. Approval of Purchase Orders

Subject

20.01 DIST - Purchase Orders

Meeting

May 16, 2012 - Regular Meeting 2012

Category

20. Approval of Purchase Orders

Access

Public

Туре

Consent

File Attachments

Final PO Board List.pdf (11 KB)

PO NUM	NAME OF VENDOR	CITE	OBJECT	ARGUNT
P0327043	Advanced Communications Engineering	SITE CCC	CODE	AMOUNT
1 002/040	CCC Newport Beach Learning Center Low	CCC	6254	239,257.10
	Voltage/Security. Board Date: 05/02/12			
P0326984	Hewlett Packard	GWC	6412	104,357.46
	Desktop computers & monitors for Computer	0110	0412	104,007.40
	Science Labs. Board Date: 04/04/12			
P0327035	TouchNet Information Systems Inc	DIS	5638	79,369.47
	Software renewal for processing student tuition			,
	credit card payments & refunds. Board Date:			
	03/03/10			
P0327021	Climatec Building Technologies Group	OCC-GB	6250	66,923.00
	HVAC Building Management System upgrade at			
P0326982	Watson Hall (GOB) Board Date: 05/02/12	200		
PU320962	ePlus Technology inc Computer networking infrastructure upgrade	CCC	6412	56,709.71
P0326983	Secure Content Solutions	occ	£620	E4 27E 00
1 0020000	Five year software service maintenance	000	5638	54,375.00
	agreement			
P0327008	Allscape	OCC-GB	6120	50,733.00
	Upgrade campus-wide landscape (GOB)			,
P0327016	Dettrick, Cheryl	DIS	5112	40,000.00
	IC for Grant assistance			
P0327002	Cablemasters	CCC	5899	39,607.38
D0207044	Fiber optic cable installation for Coastline	000		
P0327041	Outdoor Media Group Three interior monument signs & installation	CCC	6401	28,752.30
P327006	Konica Minolta Business Solutions	GWC	6401	40 202 74
. 02.000	Three Minolta copiers for Library	GVVC	0401	19,223.71
P0327036	Paton Group	occ	6401	19,059.75
	Three-dimensional printer for Technology			.0,0000
P0327020	Climatec Building Technologies Group	OCC-GB	6250	17,800.00
	HVAC Building Mgmt System upgrade at Fitness			
	Center (GOB) Board Date: 05/02/12			
P0327029	SVM LP	occ	7601	14,180.00
P0327022	Prepaid Arco gas cards	000 00	0050	44.000.00
F0327022	Climatec Building Technologies Group HVAC Building Management System upgrade for	OCC-GB	6250	11,893.00
	Forum (GOB) Board Date: 05/02/12			
P0327039	Office Depot	GWC	4312	9,632.85
P0327015	Gopher Sports	CCC	6411	9,530.59
P0327004	Advantage Fitness Products	GWC	6411	9,093.79
P0327010	RJ's Coaching & Consulting	DIS	5899	7,500.00
P0327009	GCI Construction Inc	OCC-GB	5665	7,400.00
P0327023	Digital Networks Group Inc	OCC-GB	6250	6,132.21
P0327027	TruGreen Limited Partnership	GWC	5899	6,079.21
P0326990	ACCT	DIS	5320	6,053.00
P0327032	ATI/Assessment Technologies Institute LLC	GWC	4312	5,926.25

P0326999		OCC	4312	4,999.61
P0327005	Aardvark Clay Supply	GWC	6411	4,840.56
P0327042	Professional Personnel Leasing Inc	CCC	5112	4,071.75
P0326992	Pottery Supply House Limited	GWC	4312	3,816.81
P0326988	Heat Transfer Solutions Inc	GWC	5650	3,738.00
P0327037	Custom Building Maintenance	CCC	5112	2,820.00
P0327024	Haz Party Rentals	GWC	5682	2,675.36
P0327017	Calif ETEC	DIS	5112	2,500.00
P0327003	Vital Link OC	CCC	5850	2,250.00
P0327007	Konica Minolta Business Solutions	GWC	5638	2,211.00
P0327044	Johnstone, Robert	CCC	5112	2,200.00
P0327030	MSC Industrial Supply Co	occ	4312	2,140.26
P0327000	CPP Inc	occ	4312	1,595.08
P0327014	HB Chamber of Commerce	GWC	5850	1,395.00
P0326986	Sehi Computer Products Inc	CCC	4315	1,171.54
P0327019	Dartco Transmission Sales & Service Inc	DIS	5657	1,024.68
P0327034	Pocket Nurse	GWC	4312	1,000.00
P0326981	United Van Rental	DIS	5857	1,000.00
P0327040	Sehi Computer Products Inc	GWC	4315	956.82
P0327012	Psychological Assessment Resources Inc	CCC	4312	774.95
P0326989	Xerox Corp	CCC	5899	750.00
P0327038	Intuit Inc	GWC	5699	743.48
P0326994	Aardvark Clay Supply	GWC	4312	695.43
P0327013	Scantron Corp	CCC	4312	680.96
P0327025	OC Fire Protection Inc	GWC	5899	645.00
P0327001	NCS Pearson Inc	occ	4312	620.15
P0327033	Follett Higher Education Group Inc #1181	GWC	4312	538.75
P0327026	TCD Services Inc	GWC	5899	500.00
P0326987	Xerox Corp	CCC	4312	492.72
P0326991	Infinite Security Solutions	CCC	4315	467.44
P0327028	Office Depot	occ	4312	438.71
P0326997	Digital River Inc	GWC	4312	430.23
P0326995	Laguna Clay Co	GWC	4312	412.68
P0326996	Destination Education Inc	GWC	4312	387.90
P0327045	MicroAge	GWC	4315	357.33
P0327018	Comprehensive Control Systems Inc	GWT	5657	300.00
P0327011	Golden Trophy & Awards	CCC	4312	174.56
P0326993	Rhino Electric Supply	GWC	4312	171.86
P0327031	Hitt Marking Devices Inc	DIS	4312	18.6 4
	Total			965,596.04
			-	

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

Purchase Orders

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

21. Ratification / Approval of Checks

Subject

21.01 District

Meeting

May 16, 2012 - Regular Meeting 2012

Category

21. Ratification / Approval of Checks

Access

Public

Type

Consent

File Attachments

CheckApproval05162012.pdf (136 KB)

NUMBER	NAME OF VENDOR	AMOUNT
167966	UnitedHealthcare of California Medical Premiums	621,567.60
167965	Kaiser Foundation Health Plan Inc Medical Premiums	292,900.69
168236	Medco Health Solutions Inc Medical Prescription Claims	235,421.91
167963	Coast Community College Dist Medical Premiums	212,148.25
168140	Coast Community College Dist Medical Premiums	164,991.63
168235	Coast Community College Dist Medical Premiums	118,912.98
168106	Southern Calif Edison Co Districtwide Electricity	107,319.40
167910	Oracle Corp Renewal of Enterprise software license and support	102,892.96
168141	Reliastar Life Insurance Co Reimsureance Premiums	49,392.19
167999	CCC Sac Reconciliation	45,325.00
168165	Avalon Center at Garden Grove Lease payment for One Stop Center, Westminster	43,160.00
168143	Reliastar Life Insurance Co Reimsureance Premiums	43,092.54
168176	Constellation NewEnergy Inc Electricity Districtwide	40,921.99
168056	Memorial Prompt Care Medical Group CCC Medical Student Health Services	37,608.50
167942	The Irvine Co LLC Lease payment for One Stop Center, Irivine	37,105.12
168164	Atkinson Andelson Loya Ruud & Romo District Legal Service	32,816.49
167958	Xerox Corp Xerox color copier Lease with maintenance for OCC Print Shop	30,846.08
168072	OCE' Financial Services Inc CCC Print Shop Copier Lease	30,034.23
168172	CCCD Student Refunds Student Refunds	25,572.45
168142	Reliastar Life Insurance Co	21,848.47

168184	ePlus Technology inc	19,437.63
168015	Education 4 Work	18,000.00
167902	OCC Ancillary#1000-24750-8070	15,540.00
168201	Lynberg & Watkins	14,929.68
167895	MSC Industrial Supply Co	11,533.51
167905	OCE' Financial Services Inc	10,891.69
168129	Waxie Sanitary Supply	10,171.47
168225	Triton Technology Solutions Inc	9,800.00
167861	ExaGrid Systems Inc	9,534.67
168222	Southern Calif Edison Co	9,471.01
167904	OCE'	9,388.06
167835	Axceler	9,000.00
167890	Mesa Consolidated Water Dist	8,683.35
168037	ii Fuels, Inc	8,382.56
167956	Xerox Corp	8,286.20
167853	Community College League of Calif	8,222.00
168147	ABTECH	8,050.00
167846	CCC Contract Education	7,951.20
168113	The Gas Co	6,992.52
168174	Coast Community College Dist	6,764.00
168079	Pearson Education	6,674.46
168000	CCCD EOPS Account	6,520.00
168228	Vital Link OC	6,400.00
167840	Business Properties Partnership No 15	6,199.03
167870	Golden Trophy & Awards	6,138.52
168052	LRH Consulting	5,750.00
168100	Sehi Computer Products Inc	5,293.09
167907	Office Depot	5,112.47
167939	SVM LP	5,022.95
168121	Union Bank	4,849.06
167992	Calif Design Printing & Marketing	4,848.75
168190	GovConnection Inc	4,691.74
168009	Computerland of Silicon Valley	4,607.92
168114	The Gas Co	4,406.44
167872	Home Depot	4,257.39
167940	Terremark North America Inc	4,235.00
168233	Care Resources Inc	4,088.25
167988	Beeson, Tayer & Bodine	4,004.36
167873	HRMS Inc	4,000.00
167878	Jackstin	4,000.00
167945	US Bank	3,921.86
167888	Medco Supply Co	3,783.33
167881	Keystone Engineering Solutions Inc	3,497.00
168005	Certified Transportation Services Inc	3,464.64
168011	ControlWorks Inc	3,359.83
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167893	Montgomery Hardware Co	3,358.40
168034	Home Depot	3,292.81
168145	Vision Service Plan	3,268.95
167996	Carolina Biological Supply	3,006.23
167908	On-Site LaserMedic Corp	2,995.06
168002	CCCD-Cash Clearing	2,580.94
167864	Follett Higher Education Group Inc #1181	2,568.66
168032	HB Union High School District	2,516.54
167964	Kaiser Foundation Health Plan Inc	2,463.35
167898	Nebraska Scientific	2,449.55
167876	Irvine Pipe & Supply	2,356.79
168028	Greenleigh & Wong Technical Services LLC	2,349.00
168007	Coast Community College Dist	2,311.00
168175	Computerland of Silicon Valley	2,279.00
167841	Cablemasters	2,204.67
168057	Memory Suppliers Inc	2,175.00
168130	Western Graphics Plus	2,171.00
167926	Scott Electric	2,150.00
168154	Ascent Elevator Services	2,145.00
168084	Power Systems Inc	2,134.06
167951	David Whyte	2,071.00
167829	Aircraft Spruce & Specialty Co	2,024.38
168105	Solano Community College Dist	2,000.00
168139	Celtic Special Health Prod Div	1,986.05
167941	Texon II Inc	1,979.00
168074	Office Depot	1,891.42
167950	Waxie Sanitary Supply	1,876.97
168179	CR & R Inc	1,804.48
168019	Fisher Scientific	1,799.56
168158	AT & T	1,765.85
168216	Pivot Point Int'l Inc	1,755.53
168150	Apple Computer Inc	1,743.90
168112	Deborah Tetnowski	1,733.85
168024	GlaxoSmithKline	1,703.50
168001	CCCD Student Refunds	1,700.00
167831	AmericasPrinter.com	1,656.12
167924	San Diego Police Equip Co	1,648.76
167981	AT & T	1,627.40
168017	Daniel Exley	1,600.00
168025	Jill Golden	1,600.00
168111	TechRoom Inc	1,500.00
167978	Art Supply Warehouse	1,499.73
168148	Accuvant	1,485.00
167909	Oracle America Inc	1,462.34
167871	Harland Technology Services	1,446.00
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168217	Plastic Sales Southern Inc	1,436.09
168048	LiNKS Sign Language & Interpreting Services	1,365.00
168144	Unum Ltc	1,355.90
167925	San Diego State Univ Research Foundation	1,350.00
168119	Townsend Public Affairs Inc	1,339.19
168208	Neozyme Int'l Inc	1,307.14
167845	CCC	1,286.40
168058	Mesa Consolidated Water Dist	1,259.85
167879	Johnstone Supply	1,237.94
168162	AT & T	1,223.13
167985	AT & T	1,216.65
167838	Blue Point Voice & Data Inc	1,212.86
167884	Anthony Maciel	1,205.54
168033	Antony Hoang	1,200.00
168096	Rose Center Theater	1,196.00
168116	Thompson Building Materials	1,141.67
168191	Henry Schein Inc	1,138.49
167832	Amico Scientific Corp	1,129.90
168077	Orkin Commercial Services	1,129.00
167883	Landauer Inc	1,123.93
168215	Performance Envelope Inc	1,093.07
168118	Total Recall Captioning Inc	1,072.50
167935	Spicers Paper Inc	1,069.96
168149	ACS Education Services Inc	1,068.72
168151	Aquatic Habitats Inc	1,066.97
167887	McMaster-Carr	1,063.06
168047	Laerdal Medical Corp	1,053.54
168180	Cutting Edge Systems	1,034.79
168181	Dell Higher Education	1,014.89
168188	Gale Group Inc	1,007.25
168004	Cerritos Franchise Inc	1,000.00
168029	Carmella Hardy	1,000.00
168206	Michael Morvice	1,000.00
167857	Digital Technologies Inc	980.00
168050	Frederick Lockwood	945.00
168123	US Foodservice	935.06
168080	PGINET Consulting	935.00
168170	Caltime Metals	933.12
167952	Renah Wolzinger	927.60
167901	OC Wholesale Flowers	898.37
168069	OC Wholesale Flowers	886.52
168040	Iron Mountain	885.87
168010	Cone Instruments LLC	879.82
167995	Caltime Metals	879.24

168124	Vantage Lighting Inc	870.62
167968	Aircraft Spruce & Specialty Co	841.12
167933	So Cal Commercial Printing	820.47
168099	Sears Commercial One	816.48
167866	Freestyle Photographic Supplies	815.20
168066	Donavan Nielsen	793.79
168094	Riverside Publishing Co	768.04
167863	Follett Higher Education Group Inc #1180	751.70
167889	Medical Billing Technologies Inc	750.00
168049	Shin Liu	746.07
167856	Dept of Justice	744.00
168102	Smarthome	735.61
168083	Omid Pourzanjani	730.03
167937	Stater Bros Markets	726.53
167929	Siemens Industry Inc	725.94
167967	Academic Senate	725.00
168061	MTM Business Systems	710.81
167994	Oceana Callum	700.00
168053	Daniel Mages	700.00
168178	Aisling Cormack	700.00
168023	Fuller Engineering Inc	697.04
167927	Shell Oil	696.44
168014	Eberhard Equipment Inc	695.97
168012	Cutting Edge Systems	691.76
168192	Julia Hietschold	691.53
168213	Jeffrey Palmer	691.52
168122	UPS Protection Inc	689.60
167833	Andtech Corporation	685.52
167946	Verizon Wireless	665.87
167913	Pocket Nurse	657.15
168173	CDWG	656.04
168200	LT Enterprises	640.00
168207	Municipal Maintenance Equipment	636.97
167947	VMI Inc	629.18
168168	Daniel Bright	623.97
167944	TreeCare Arborists	600.00
167973	Amer Red Cross	589.00
168237	Joan Wadhams	588.99
168183	Mario Dimas	582.47
168209	OCC Food Services	579.93
167891	Mesa Golf Carts Inc	579.54
167993	Calif Tool Welding Supply	579.37
168182	Dept of Industrial Relations	575.00
167915	Promotions 4 U!	561.87
167914	Prince Enterprises Inc	556.76
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167953	Working Wardrobes	550.00
168076	Orange Coast Auto Repair	537.79
168070	OCC Cafeteria #200-5245-0000	536.17
168064	Newark in One	518.74
168138	CCCD Workers Comp Trust Fund	513.65
168092	Quick Caption	513.00
167847	Certified Transportation Services Inc	512.12
167918	PSS World Medical Inc	511.00
167903	OCC Food Services	503.43
168038	Industrial Blade & Products Co Inc	495.53
167867	Ganahl Lumber Co	480.35
167986	B & P Services Inc	474.10
168234	CCCD Workers Comp Trust Fund	468.70
167850	City of Newport Beach	467.44
168026	Goodwill of OC	445.00
167922	Celeste Ryan	442.40
167892	Monoprice Inc	436.24
168062	Mutual Liquid Gas & Equipment	434.64
167987	Baker & Taylor	431.45
168210	Office Depot	429.84
168042	Johnstone Supply	417.70
168101	Shinoda Design Center Inc	401.80
167976	Courtney Anderson	400.00
168036	Amelie Hunter	400.00
168051	Benjamin Lohman	400.00
168091	P\$i	400.00
168219	Evangelina Rosales	400.00
167859	Emergency Medical Products Inc	398.92
168125	Verizon Wireless	384.42
167930	Simplot Partners	379.49
168117	Thomson West	378.30
168189	Goodwill of OC	375.00
168013	Lorie Eber	370.65
168187	Fuller Engineering Inc	367.68
167906	OCE' Financial Services Inc	360.00
168167	Blick Art Materials	349.74
167934	Southern Calif Edison Co	348.82
168085	Professional Indexes & Files	332.95
168211	Deborah Orrill	330.19
167896	Municipal Maintenance Equipment	330.00
168109	Stater Bros Markets	324.57
168227	Verizon California	322.17
168153	Art Supply Warehouse	308.13
168021	Follett Higher Education Group Inc #1181	300.67
167882	Laguna Beach Unified School District	299.97

167877	Island Florals	299.22
167868	Go With Jo Travel	297.00
167869	Go With Jo Travel	297.00
167851	Coast Report	294.00
168063	Nasco Modesto	289.08
168196	Irvine Pipe & Supply	287.43
168221	Mark Snyder	286.35
168214	Pep Boys	286.32
167955	World-Wide Fire Inc	284.10
168097	Safety 1st Pest Control Inc	283.50
168078	Martha Parham	280.93
168044	Andrew Jones	277.60
167855	Cutting Edge Systems	273.45
167843	Calif Tool Welding Supply	273.01
167865	Ford Electronics Inc	269.38
167971	Amer College Health Assn	263.42
168203	Marcus, Carolyn	260.00
167931	Smith Pipe & Supply Inc	259.20
167837	Laura Behr	250.00
167874	Instructional Technology Council	250.00
168194	Home Depot	248.84
167974	Amico Scientific Corp	247.63
167880	Kelly Paper	233.57
168059	Minuteman Plumbing & Drains	229.50
167943	The Shredders	228.00
167938	Super Duper Publications	227.10
168171	Carsmetics SoCal Group LLC	225.00
168055	Medco Supply Co	207.75
167849	City of Fountain Valley	207.07
167975	Amsterdam Printing & Litho	205.02
167844	Carolina Biological Supply	203.94
167954	World Point	199.29
167886	Marinus Scientific	193.95
16799 1	Cal-Olympic Safety	192.84
167972	Amer Hotel & Lodging Educational Institute	192.55
168016	Jeanette Ellis	190.02
167900	Newport-Mesa Unified Sch Dist	190.00
167928	Shinoda Design Center Inc	189.64
168205	Mesa Golf Carts Inc	181.02
167916	Prudential Overall Supply Co	175.19
168030	Hardy Diagnostics	175.07
168224	Martha Tran-Nguyen	168.79
168195	Iron Mountain Records Mgmt	165.01
167920	Linda Rhines	164.32
167936	Staples Advantage	161.05

167894	Monica Morrill	160.00
167948	Walters Wholesale Electric Co	157.05
168166	BJ Bindery Inc	155.51
167875	Iron Mountain Records Mgmt	153.92
167842	Calif Dept of Health Services	150.00
168110	Storage Place	150.00
167830	Amazon.com	149.38
168039	Int'i Crystal Labs	147.00
168220	Sehi Computer Products Inc	141.43
167848	Chem Pro Laboratory Inc	140.00
168095	Lisa Roberts-Winger	125.00
168003	CDWG	124.33
168134	Stater Bros Markets	116.12
168128	Ward's Natural Science	107.13
167854	Computerland of Silicon Valley	106.00
168008	Coastal Carbonic	104.04
167990	Erin Bianchi	101.38
168068	Craig Oberlin	100.12
168060	MSC Industrial Supply Co	100.08
168177	Constructive Playthings	98.05
168065	Newport-Mesa Unified Sch Dist	95.00
168199	Jeanette Lee	94.09
168169	Calif Tool Welding Supply	90.39
168067	Mary O'Connor	89.72
168186	Federal Express Corp	86.10
168223	Stater Bros Markets	85.96
168204	Master Recording Supply Inc	84.05
168031	Harvard Business Review	82.92
168045	Kelly Paper	82.74
168229	Kevin Hromin	82.00
167949	Jocelyn Wang	76.09
167836	Lisa Becker	76.00
168212	Vinta Oviatt	75.00
168104	Thomas Snyder	70.00
168202	Maehara Nursery	64.65
168027	Kellyann Greene	64.02
168198	LAMA Books	63.72
168152	Aramark Uniform Services	63.25
167919	Amy Rangel	62.44
168126	Ward's Natural Science	61.39
167834	Aramark Uniform Services	59.95
168107	Sparkletts	54.31
168131	Eric Wilson	53.90
167970	Amazon.com	52.26
167921	Rhino Electric Supply	51.38
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407000	0 00 00 00	
167932	Smog & Gas of Costa Mesa	50.00
167997	Lionel Caron	50.00
168043 168103	Andrew Jones	50.00
	Smog & Gas of Costa Mesa	50.00
167885	Main Electric Supply Co	48.12
168185	John Eriksen	44.96
167969	Darian Aistrich	43.95
167923	Loren Sachs	42.95
167912	Pitney Bowes Presort Services Inc	42.86
167989	Evelyn Bell	41.25
168127	Ward's Natural Science	40.21
168098	Seal's Compressed Gases	38.95
168193	Deborah Hirsh	38.82
168020	Ralph Flores	38.78
168159	AT & T	37.91
167980	AT & T	37.68
168157	AT & T	37.66
167984	AT & T	37.54
168075	Janice Olufson	36.75
167839	Zhenghong Broyles	36.63
168006	CMC Rescue Inc	36.47
168093	Rhino Electric Supply	36.22
168054	Katherine Mckindley	34.83
168041	JIST Publishing	33.65
168146	Vision Service Plan	33.30
167899	New York Times	33.06
168218	Prudential Overall Supply Co	32.45
168115	The Gas Co	31.47
167911	Kenneth Ostrowski	30.96
168226	USA Mobility Inc	29.63
168133	Nancy Carri	27.52
168132	Susan Bierlich	27.40
168197	Kelly Paper	26.61
167897	NASFAA	25.00
168018	Fastenal Co	24.24
167917	Prudential Overall Supply Co	24.21
168046	Konica Minolta Business Solutions	23.10
168071	OCC Food Services	22.55
168087	Prudential Overall Supply Co	21.96
168090	Prudential Overall Supply Co	21.96
167977	Anderson Stationers	21.79
168022	Freestyle Photographic Supplies	21.79
168088	Prudential Overall Supply Co	20.93
168089	Prudential Overall Supply Co	20.93
168230	Stater Bros Markets	
.00200	Oldio: Dios Markols	20.93

	Total	\$ 2,833,170.32			
167982	AT & T	1.77			
167983	AT & T 2.0				
168160	AT & T	2.38			
168073	Oce' Imagistics Inc	3.40			
167860	Jeffrey Evans	7.00			
167852	Elaine Colvin				
168120	Tustin Awards Inc	8.88			
168161	AT & T	9.43			
168108	State Board of Equalization	10.49			
168163	AT & T	11.15			
168081	Pitney Bowes Presort Services Inc	11.68			
168035	Hub Auto Supply	14.90			
168082	Pocket Nurse	15.48 15.00			
167862	Fadamir				
168156	AT 0 T				
168155	AT & T	15.89			
167979	AT & T	15.89			
167998	CCC	16.00			
167858	Rachel Don	16.75			
168086	Prudential Overall Supply Co	17.73			

22. Check List for General Obligation Bond Fund

Subject

22.01 District

Meeting

May 16, 2012 - Regular Meeting 2012

Category

22. Check List for General Obligation Bond Fund

Access

Public

Type

Consent

File Attachments

CheckApprovalBond05162012.pdf (8 KB)

NUMBER	NAME OF VENDOR	AMOUNT F	AMOUNT PROJECT		
167959	CW Driver CCC Newport Beach Lrng Ctr	73,786.00	420894		
168135	Best Contracting Services Inc GWC Learning Resource Ctr Ph1	24,837.66	420356		
167962	Willdan Geotechnical	7,864.00	420894		
167961	Tri-anim Health Services	5,920.04	420207		
167960	Embee Technologies	4,984.09	420292		
168232	Home Depot	968.67	420207		
168136	CEM Lab	900.00	420228		
168137	ModSpace	754.26	420399		
168231	C2 Reprographics	43.10	420894		
	Total	\$ 120,057.82			

23. Authorization for Special Payments

Subject 23.01 DIS - Special Payments

Meeting May 16, 2012 - Regular Meeting 2012

Category 23. Authorization for Special Payments

Access Public

Type Consent

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

A payment to the Association of Former Members of Congress of \$1,000 as a contribution for the Congress to Campus Program. Source: District Student Council Funds.

A payment to the Human Relations Commission of \$780.

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	•			
	-			

DISCUSSION CALENDAR

(Green Pages)

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

24. Approval of Agreements

Subject 24.01 CCC - Approval of Amendment to the Agreement for Contract Services

between Jones International, Inc. and the Coast Community College District to Extend Usage Rights for Media Waves: An Introduction to Mass Communication

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Approval of Amendment to the Agreement for Contract Services between Jones International, Inc. and the Coast Community College District to Extend Usage Rights for Media Waves: An Introduction to Mass Communication

- 1. Background: The Coast Community College District entered into an Agreement with Jones International, Inc. whereby Jones granted the exclusive right and license to CCCD to duplicate, promote, sell, license, rent and otherwise distribute throughout North America the telecourse Media Waves: An Introduction to Mass Communication (Board Approved: 2/07/01). An Addendum to the Agreement whereby Jones granted Coastline Community College's Military/Contract Education Department usage rights to Media Waves exchange for a fee of \$10 per student, for two years ending 2/12/12, was approved by the Board of Trustees on 4/21/10. Both parties wish to extend the term for an additional two years ending February 28, 2014.
- **2. Goal/Purpose:** To amend the original Agreement to extend the term of usage for Coastline's Military/Contract Education Department for an additional two year period ending February 28, 2014.
- 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 Amendment to the Agreement between Jones International, Inc. and the Coast Community College District to extend usage rights to Media Waves: An Introduction to Mass Communication for an additional two years. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Media Waves Attachment #2)
- **5. Fiscal Review and Impact:** Military/Contract Education Department to pay a \$10 fee per student directly to Jones International, Inc. Projected revenue unknown, dependent upon course usage and student enrollments.

Media Waves.pdf (42 KB)

Subject 24.02 GWC - Approval of Non-Standard Agreement between Trustee of

Concordia University and the Coast Community College District for Field

Placement of University Students at Golden West College

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Approval of Non-Standard Agreement between Trustee of Concordia University and the Coast Community College District for Field Placement of University Students at Golden West College

- 1. Background Information: This program with California State University at Long Beach (CSULB) has been in existence to provide students from CSULB practicum experience under the supervision of an Approved Clinical Instructor (ACI) in athletic training. We would like to include students from Concordia University. The students shall have the status of learners and shall not be considered employees or agents of Coast Community College District.
- 2. Goal/Purpose: To provide practicum experience in athletic training and allow designated students to use appropriate facilities for learning experience for the training of students enrolled in the Athletic Training Education Program at Concordia University. The practicum experience shall cover such period of time as may be specified by Concordia University and mutually agreed upon by both parties concerned.
- 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 Concordia University and the Coast Community College District for the placement of Concordia University students at Golden West College for practical experience in the study of Athletic Training Education Program, from August 1, 2012 through September 30, 2015. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Concordia Agreement, Attachment #3)
- **5. Fiscal Impact:** No cost to District. Worker's Compensation Insurance for participating students shall be provided by Concordia University.

File Attachments

Concordia Agreement.pdf (90 KB)

24.03 OCC - Approval of Non-Standard Agreement between PrestoSports and the Coast Community College District for the Purpose of Hosting Website for the Orange Coast College Athletic Department

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Approval of Non-Standard Agreement between PrestoSports and the Coast Community College District for the Purpose of Hosting Website for the Orange Coast College Athletic Department

Background: This is a three year contract to be renewed.

Goal/Purpose: PresoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability.

Comments: Reviewed by Risk Services for Golden West College and the same agreement was approved in 2011.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between PrestoSports and the Coast Community College District for the purpose of hosting an athletic website. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Agreement #4)

Fiscal Impact: \$4,000.00 annually to be paid out of the Orange Coast College Athletic Ancillary account.

File Attachments
presto.PDF (276 KB)

24.04 OCC - Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team

Background: The OCC Cross Country Team would like to host the Southern California Community College Cross Country Championships at Fairview Park in Costa Mesa. The event includes all four conferences in Southern California. It is part of the annual post season schedule for the Men's and Women's Cross Country teams of Orange Coast College. (See Agreement #5)

Goal/Purpose: This event provides intercollegiate competition for all the colleges within the four Southern California conferences. It promotes sportsmanship and comradeship for fellow athletes. The race also provides community awareness of collegiate athletic competition.

Comments: None

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between the City of Costa Mesa and the Coast Community College District for the purpose of hosting the Southern California Community College Cross Country Championships at Fairview Park on Saturday, November 3, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the college or district.

File Attachments

southern Ca champs.PDF (1,151 KB)

cross county parking PDF (784 KB)

Subject 24.05 OCC - Approval of Non-Standard Agreement between City of Costa Mesa

and the Coast Community College District for the Purpose of Hosting a College

Cross Country Athletic Event for the Orange Coast College Cross Country Team

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Approval of Non-Standard Agreement between City of Costa Mesa and the Coast Community College District for the Purpose of Hosting a College Cross Country Athletic Event for the Orange Coast College Cross Country Team

Background: Each year the OCC Cross Country Team hosts a collegiate cross country race at Fairview Park in Costa Mesa. The event is in its 23rd year and has been an annual competition for multiple colleges. It is part of the regular season schedule for the Men's and Women's Cross Country teams of Orange Coast College.

Goal/Purpose: This morning event provides intercollegiate competition for 20 community colleges and 250 athletes from throughout southern California. It promotes sportsmanship and comradeship for fellow athletes. The race also provides community awareness of collegiate athletic competition.

Comments: Reviewed by Risk Services and the same event and agreements were also approved in 2011.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between the City of Costa Mesa and the Coast Community College District for the purpose of hosting the Orange Coast College Cross Country Race at Fairview Park on Saturday, September 15, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Agreement #6)

Fiscal impact: No cost to the college or district.

File Attachments

coast classic.PDF (1,127 KB)

cross county parking.PDF (784 KB)

24.06 CCC - Approval of Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation and Faculty Development Services

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Approval of Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Training, Counseling, College Preparation and Faculty Development Services

- 1. Background: Coastline Community College has established an international higher education program, known as Education Bound United States (EBUS) providing language assessment and training, college level courses and educational services to students while in their native country through contract education agreements. U.S. College Compass is the authorized representative of Kavram Educational Establishments and Kavram College and is authorized to enter into this Agreement. The Agreement outlines services Coastline will provide to Kavram Schools in Turkey for the 2012-13 academic year.
- **2. Goal/Purpose:** Prepare students for successful transfer to the United States; Generate a pipeline of international students to the 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 U.S. College Compass, LLC and the Coast Community College District to provide language assessment and training, counseling, college preparation and faculty development services to Kavram Schools in Turkey. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See USCC-Kavram Attachment #7)
- 5. Fiscal Review and Impact: Gross Income of \$337,875.

File Attachments

<u>USCC-Kayram.pdf (229 KB)</u>

24.07 CCC - Approval of Amendment to an Agreement between Bedford, Freeman, & Worth Publishing Group, COMAP, Inc., and the Coast Community

College District to Extend the Agreement and Include Schedule A

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Approval of Amendment to an Agreement between Bedford, Freeman, & Worth Publishing Group, COMAP, Inc., and the Coast Community College District to Extend the Agreement and Include Schedule A

- 1. Background: Bedford, Freeman, & Worth Publishing Group, COMAP, and the Coast Community College District wish to extend the original ten-year Agreement, entered into on September 8, 2005, to December 31, 2019, for the Introduction to Statistics and Intermediate Statistics courses. District, Publisher and COMAP further agree to the inclusion of Schedule A to discontinue print version of the Telecourse Student Study Guide and replace with a digital version of the Telecourse Student Study Guide, along with 32 Video Lessons, in the publisher's online product known as Telecourse StatsPortal. Original Agreement was Board approved on 7/20/05.
- **2. Goal/Purpose:** To extend the Agreement to December 31, 2019, and to discontinue the print form of the Telecourse Student Study Guide replacing it with a digital version known as Telecourse StatsPortal that includes 32 Video Lessons.
- 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 Amendment to the Agreement between Bedford, Freeman & Worth Publishing Group, COMAP, and the Coast Community College District to extend the Agreement and replace the print version of the student guide with the publisher's digital product StatsPortal. The Agreement outlines the responsibilities of all partners and end products to be produced. Schedule A of the Amendment defines the fiscal responsibilities and royalties to be paid to the District. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (Statistics Attachment #8)
- **5. Fiscal Review and Impact:** Revenue to District dependent upon enrollment. Publisher pays \$20 royalty to Coast District and COMAP for each sale of access to Telecourse StatsPortal.

File Attachments
Statistics.pdf (130 KB)

24.08 CCC - Approval of Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Туре

Discussion

Approval of Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services.

- 1. Background: In May 2009, the Coast Community College District entered into an Agreement with U.S. College Compass, LLC to assess and prepare students selected for admission to Guangzhou Xiang Jiang High School (XJHS) in China for future admission to a United States College or University. The CCC Education Bound U.S. (EBUS) Program offers intensive classroom and individualized computer-assisted ESL instruction and college level courses to high school students in China to prepare them for transfer to U.S. Colleges and Universities. U.S. College Compass is the authorized representative of XJHS and in June 2010, a follow-on Agreement was executed outlining Coastline services for the 2010-11 academic year. Additional amendments have been executed outlining services for the summer 2011 program and for the 2011-12 academic year. This amendment extends the term of the Agreement through July 2013 and provides for additional services as outlined in Exhibit E for the 2012-13 academic year.
- **2. Goal/Purpose:** Continue our collaboration with Xiang Jiang High School; Outlines costs and payment terms for delivery of services; Generates 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 Amended Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and instruction, counseling, college preparation and faculty development services to Xiang Jiang High School in China. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See USCC-XJHS Attachment #9. Prior Board Approval: 6/16/10)
- Fiscal Review and Impact: Gross Income of \$404,290.

File Attachments
<u>USCC-XJHS 003.pdf (97 KB)</u>

Subject 24.09 DIS - Approval of Employment Agreement, Dean of Kinesiology and

Athletics, OCC

Meeting May 16, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approval of Employment Agreement, Dean, Kinesiology and Athletics, OCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Michael Sutliff, OCC, Dean, Kinesiology and Athletics, effective July 1, 2012 through June 30, 2014. Compensation to be \$120,061 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 #10)

File Attachments

Michael Sutliff, Dean Kinesiology & Athletics OCC.pdf (21 KB)

Subject 24.10 DIS - Authorization to Approve Amendments to Educational Administrator

Employment Agreement to Include Implementation of Up To Seven Furlough

Days for the Fiscal Year 2012-2013

Meeting

May 16, 2012 - Regular Meeting 2012

Category

24. Approval of Agreements

Access

Public

Type

Discussion

Authorization to Approve Amendments to Educational Administrator Employment Agreement to Include Implementation of Up To Seven Furlough Days for the Fiscal Year 2012-2013

As a result of the ongoing state fiscal crisis, the Coast Community College District continues to experience financial hardship. To respond to the concerns, the Coast District Management Association (CDMA), representing the interests of classified management and educational administrators, engaged in a meet and confer process, resulting in an understanding to be authorized by the Board of Trustees. The level of sacrifice in compensation to mitigate the budget shortfall is assessed at 3%.

To meet the 3% target, District managers will be required to take up to seven unpaid furlough days, for the fiscal year 2012-2013, resulting in a proportionate reduction in compensation. An amendment to the employment agreement of all educational administrators will be issued for signature, indicating acceptance of the agreed upon reduction in work year and commensurate reduction in compensation. A form employment agreement amendment is attached to and made a part of this Agenda item (See Attachment #11).

A related Resolution, #12-18, for classified managers is on this Board Agenda.

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve up to seven unpaid furlough days for managers and approve the amendment to the Employment Agreement for all educational administrators to reflect the reduced work year and commensurate reduction in pay.

Educational Administrator 2012-2013 Amendment to Employment Agreement

To respond to the current fiscal constraints of the District, the Coast District Management Association (CDMA), representing the interests of management, engaged in a meet and confer process, resulting in an understanding to be authorized by the Board of Trustees. The level of sacrifice in compensation to mitigate the budget shortfall is assessed at 3%.

I hereby agree to amend the provisions of my existing employment agreement, for the 2012-2013 fiscal year, in accordance with the Board authorized reductions recommended by CDMA. Specifically, I agree to accept up to seven unpaid furlough days for the 2012-2013 fiscal year, with the precise number of furlough days and the scheduling of the days to be determined by the Chancellor or designee.

I understand that the previously agreed upon compensation, as reflected in Section 6 of my Employment Agreement, will be reduced in direct proportion of the established number of days.

Date:
Date:
_

Subject 24.11 DIS - Approval of Employment Agreement, Dean of Enrollment Services,

OCC

Meeting May 16, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approval of Employment Agreement, Dean, Enrollment Services, OCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Madjid Niroumand, OCC, Dean, Enrollment Services, effective May 17, 2012 through June 30, 2014. Compensation to be \$120,061 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 #12)

File Attachments

Madjid Niroumand, Dean Enrollment Services, OCC.pdf (21 KB)

25. Buildings and Grounds Approvals

Subject 25.01 DIS - Approval of Addendum No. 1; Willdan Geotechnical for Material

Testing and Special Inspection Services; Coastline Community College Newport

Beach Learning Center

Meeting

May 16, 2012 - Regular Meeting 2012

Category

25. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Approval of Addendum No. 1; Willdan Geotechnical for Material Testing and Special Inspection Services; Coastline Community College Newport Beach Learning Center

1. Background

In accordance with Title 24 §4336, school construction projects require the observation, testing, and reporting of Special Inspection Verified Reports to the Division of State Architects (DSA). These specific requirements are inclusive of multiple laboratory-based and field-based tests in order to ensure the structural integrity of construction.

In October 2010 the Board approved the selection of Willdan Geotechnical to provide this critically important role on the CCC Newport Beach Learning Center project. The complexity of this project has resulted in DSA requiring more tests and verification inspections than anticipated in the initial scope of services.

2. Goal/Purpose

Compliance with Title 24 school facility construction requirements, verification of the structural safety, and assurance of long-term structural viability of the Coastline Newport Beach Learning Center.

3. Comments

This addendum represents the projected cost to project completion. Services are billed on a time-and-materials basis, as required.

4. Recommendation Statement

After review by the Coastline Community College Vice President of Administrative Services, Senior Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Addendum No. 1 for geotechnical, special inspection and materials testing services for the Coastline Community College Newport Beach Learning Center pursuant to the Districts' Standard Professional Services Agreement.

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

Fiscal Impact: \$79,260

(General Obligation Bond Funds/Measure C)

Master Plan Approved Project

CCC Newport Beach Learning Center

Subject 25.02 DIS - Approval of Standard Professional Services Agreement for Public

Private Ventures, Inc. ("PPV") to Provide Advisory Services for Asset

Management of District Owned Land, RFP #2004

Meeting

May 16, 2012 - Regular Meeting 2012

Category

25. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Approval of Standard Professional Services Agreement for Public Private Ventures, Inc. ("PPV") to Provide Advisory Services for Asset Management of District Owned Land, RFP #2004

1. Background

In the spring of 2011, the Vision 2020 Facilities Master Plan was completed. This plan identified potential opportunities for mixed-use and/or joint venture development at each of our campuses and the District office.

Following a discussion with the Land Development Committee, staff developed and issued a Request for Proposal (RFP) seeking advisory services for the District's land assets. Seven (7) firms inquired about the submission of a proposal and four (4) written responses were received on January 13, 2012. Following a qualifications screening, three finalists were asked to provide a presentation to the Land Development Committee/Board of Trustees at a special board meeting held on April 11, 2012. The committee unanimously recommends the approval of Public Private Ventures, Inc. to provide advisory services for the first phase of this study.

This agreement seeks authorization to proceed with the strategic assessment phase (Phase I) of this project.

2. Goal/Purpose

This agreement will allow the District and campuses to study land development opportunities, as identified in our Vision 2020 Facilities Master Plan. Phase I of this project is generally intended to determine the "highest and best use" for our available land assets.

3. Comments

PPV will bill the District on an actual time and material basis, per the rates set forth in their original proposal. Costs will be apportioned to each campus as appropriate.

4. Recommendation Statement

Upon review and selection by the Land Development Committee, it is recommended by the Chancellor that authorization be given to employ Public Private Ventures, Inc. to provide Advisory Services for Asset Management of District Owned Land, pursuant to the District's Standard Professional Services Agreement. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign any related documents. (See Attachment #13)

Fiscal Impact: NTE \$120,000 (District and Campus Capital Outlay Funds)

File Attachments PPV Std Agreemt.pdf (632 KB)

Subject 25.03 DIS - Authorization to Contract with Tangram Business Interiors, Inc. for

the Coastline College Newport Beach Learning Center for Fixtures and

Furnishing for the Science Labs Using the California State University Contract

11Z03183 for Contract Pricing

Meeting

May 16, 2012 - Regular Meeting 2012

Category

25. Buildings and Grounds Approvals

Access

Public

Type

Discussion

Authorization to Contract with Tangram Business Interiors, Inc. for the Coastline College Newport Beach Learning Center for Fixtures and Furnishing for the Science Labs Using the California State University Contract 11Z03183 for Contract Pricing

1. Background:

The CSU contract was awarded to Steelcase Inc. and its authorized dealers (Tangram Business Interiors) to provide panel systems, workstations, seating, case goods, filing, storage and ancillary products for offices, conference rooms, training rooms, cafeterias and lobbies and design, project management, technical design and installation services.

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.

Utilizing the California State University contract will enable the District to realize cost savings through the volume pricing provided through this contract that the District would otherwise be unable to achieve.

2. Goal/Purpose:

Construction of the Newport Beach Learning Center in accordance with the campus master plan and project master schedule.

3. Comments:

The California State University Office of the Chancellor, by the granting of this 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, Director of Facilities, Planning, and Construction, and the Purchasing and Accounts Payable Manager, it is recommended by the Chancellor that authorization be given to use Tangram Business Interiors, Inc. for the procurement and installation, utilizing the CSU contract pricing, of the science labs 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: \$260,177.00 (Measure C - General Obligation Bond and State

Capital Outlay Funds)

Master Plan Approved Project

CCC Newport Beach Learning Center

26. General Items of Business

Subject 26.01 GWC - Independent Contractors

Meeting May 16, 2012 - Regular Meeting 2012

Category 26. General Items of Business

Access Public

Type Discussion

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

\$50,000 AND OVER

IC Name: Care Training Services c/o Waller, Vidella

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$100,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral

exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Envision Education c/o Deras, Wendy

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$70,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Health Educational Consultants c/o Bowden, Joyce

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$100,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral

exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Hime-Griffin, Kirsten

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$50,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: DeBoer, Leora

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$50,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam

and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds

IC Name: Conley, Mary Louise

Services: To administer Certified Nurse Assistant exams and hire, train and pay qualified testing staff Payment Schedule/Compensation: \$50,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

Term of Agreement: July 1, 2012 – June 30, 2013 Source of Funding: RHORC RTC Trust funds Subject 26.02 DIS - Authorization to Accept Dividends from the Coast Community

College Enterprise, Inc., and to Support the Enterprise Corporation's Petition to the District Foundation to Transfer its Dividends of \$75,000 and \$50,000 to the Coast Community College District for the Purpose of Information Related to a

Capital Bond Campaign and to Classes at Orange Coast College

Meeting

May 16, 2012 - Regular Meeting 2012

Category.

26. General Items of Business

Access

Public

Type

Discussion

Authorization to Accept Dividends from the Coast Community College Enterprise, Inc., and to Support the Enterprise Corporation's Petition to the District Foundation to Transfer its Dividends of \$75,000 and \$50,000 to the Coast Community College District for the Purpose of Information Related to a Capital Bond Campaign and to Classes at Orange Coast College

After review by the Secretary of the Board and the District General Counsel, it is recommended by Trustee Patterson that the Board of Trustees accept the dividends authorized by the Board of Directors of the Coast Community College District Enterprise Corporation on May 8, 2012. The dividends to the District are follows:

- a) \$75,000 Dividend to the District for Information Related to a Capital Bond Campaign
- b) \$50,000 Dividend to the District for Classes at Orange Coast College

It is further recommended that the Board of Trustees request that the District Foundation honor the petition from the Coast Community College District Enterprise Corporation to transfer both Foundation dividends to the District.

Subject 26.03 DIS - Request Funds from the Coast Community College District

Enterprise, Inc., for Restoration of Student Classes Within the Coast Community

College District

Meeting

May 16, 2012 - Regular Meeting 2012

Category

26. General Items of Business

Access

Public

Type

Discussion

Request Funds from the Coast Community College District Enterprise, Inc. for Restoration of Student Classes Within the Coast Community College District

After review by the Secretary of the Board, it is recommended by Trustee Patterson and Trustee Prinsky that the Board of Trustees request \$200,000 from the Coast Community College District Enterprise, Inc., to augment appropriations for the operations of the District, in accordance with Section 29 of the Master Agreement between the Coast Community College District, Coast Community College District Foundation, and Coast Community College Enterprise Corporation, for the restoration of classes within the Coast Community College District.

Subject 26.04 DIS - Approve the Agreement between Ellucian (formerly SunGard Higher

Education Inc.) and Coast Community College District to Amend the Software License & Services Master Agreement to Include DegreeWorks with TreQ;

Related Services Work Order and Implementation Costs

Meeting

May 16, 2012 - Regular Meeting 2012

Category

26. General Items of Business

Access

Public

Type

Approve the Agreement between Ellucian (formerly SunGard Higher Education Inc.) and Coast Community College District to Amend the Software License & Services Master Agreement to Include DegreeWorks with TreQ; related Services Work Order and Implementation Costs

1. Background: During the September 21, 2005 Board meeting, the Board of Trustees approved entering into a Master Software Licenses and Services agreement with SunGard SCT - Bid #1896. In November 2011, the District started to research the best solution to meet some of the future requirements of the Student Success Act of 2012 (SB 1456). The conclusion was a single web-based system integrated to the District's current Student Information System – Banner. On April 30, 2012, Vice Chancellor of Education and Information Technology invited Ellucian to provide an executive overview of DegreeWorks with TreQ to the Presidents Council. After the overview and in private discussion, the Council agreed to recommend that the Board of Trustees approve the amendment to Ellucian's Master Software Licenses and Services agreement to include DegreeWorks with TreQ, related services work order, and implementation costs. Once approved, if all of the optional extension dates are accepted, this Licensing and Service Maintenance Agreement for DegreeWorks with TreQ will expire on September 30, 2022.

2. Goal/Purpose:

Amend the September 21, 2005 Master Software License & Services Master Agreement to include DegreeWorks with TreQ Software License and Service Maintenance Agreement and approve the related services work order and implementation costs.

By approving this amendment, Coast Community College District will be in a position to offer our students: online Student Education Plan (SEP) templates, SEP tracking, what if planning, and validation of course sequencing. In addition, over time, the District will have the data necessary to forecast enrollment needs, track student success, and meet some of the future requirements of the Student Success Act of 2012.

3. Comments (if any):

- **4. Recommendation Statement:** After review by the Vice Chancellor of Education and IT, Interim Administrative Director, District Information Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment between Ellucian and Coast Community College District including related services work order and implementation costs. The agreements outline the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreements and any related documents, indicating approval by the Board of Trustees. (See Attachment #14)
- 5. Fiscal Review and Impact: \$572,442 from GO Bond funds (one-time expenditure)
 \$13,874 from General funds (ongoing Annual Service Maintenance
 Agreement)

File

Attachments

Coast DW TreQ MNT 2012-05-02 v1.doc (54 KB)

<u>Coast DW TreQ SLSA 2012-05-02 v1,doc (51 KB)</u>

Coast DW WO 2012-05-02 v1 Final.doc (74 KB)

Subject 26.05 DIS - Approval of Revision to the Fall 2012 Academic Calendar and

Administrative Holiday Schedule

Meeting May 16, 2012 - Regular Meeting 2012

Category 26. General Items of Business

Access Public

Type Discussion

DIS - Approval of Revision to the Fall 2012 Academic Calendar and Administrative Holiday Schedule

Subsequent to the May 18, 2011 Board of Trustees' approval of the Academic Calendars and Administrative Holiday Schedule for 2012-2013, the District has been advised that the scheduled date for the observance of Veterans Day is not in compliance with Ed Code 79020. The scheduled observance of Veterans Day for 2012 must be Monday, November 12. The proposed revised calendars will reflect the change of date for observance of Veterans Day from Friday, November 9, 2012 to Monday, November 12, 2012.

After review by District General Counsel and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board of Trustees adopt the required revision to the Fall 2012 - 2013 Academic Calendars and Administrative Holiday Schedule, to reflect the change in the Veterans Day observance, as shown in the attachment. (The calendar and Holiday Schedule are attached, Attachment #15)

File Attachments

ACADEMIC CALENDAR 2012-2013 AMENDED 5-16-12.pdf (155 KB)

Admin. Holiday Calendar 2012-2013 AMENDED 5-16-12.pdf (51 KB)

Subject 26.06 DIS - Authorization to Amend Authorized Amounts for Outside Legal

Services Provided to the District

Meeting

May 16, 2012 - Regular Meeting 2012

Category

26. General Items of Business

Access

Public

Type

Discussion

Authorization to Amend Authorized Amounts for Outside Legal Services Provided to the District

1. Background

The Coast Community College District utilizes various outside legal services firms to assist in numerous matters such as Human Resource claims, Liability, PERB, litigation, restraining orders, construction settlements and contract review. For the 2011-2012 fiscal year, the District has utilized five firms and paid \$636,555.98 to date in fiscal year 2011-12.

2. Goal/Purpose

This request for authorization seeks an additional \$278,000 to pay for estimated legal services through June 30, 2012. The projected additional amounts per firm are listed below.

Atkinson, Andelson, et al. (HR Matters, Liability Claims, Misc. Claims) \$80,000

Burke, Williams & Sorensen (General Counsel Services are provided to each of the three colleges and the District office, including Personnel Matters, Litigation, Restraining Orders, Contract Review and Construction Settlements)

\$160,000

Lynberg and Watkins (PERB and Liability Claims) \$37,500

Rutan and Tucker (Trademarks OCC/CCC) \$500.00

3. Comments

The purpose of this increase in legal services authorization is to fund the District's use of the above mentioned Legal Firms through the end of FY 2011-2012.

4. Recommendation Statement

The Chancellor recommends that authorization be given to increase the amount of funds authorized for legal services to the District based on the unanticipated legal costs for personnel matters, litigation, restraining orders, contract review and construction settlements. The Board President, or designee, is authorized to accept the Terms and Conditions and any related documents, indicating approval by the Board of Trustees.

5. Fiscal Review & Impact

\$278,000 for Outside legal services. Sufficient funds are available in the budget category for Legal Fees to accommodate this adjustment through FY 2011-2012. Fees to be paid from a combination of District General Funds, capital outlay funds and insurances on construction settlements.

Subject 26.07 DIS - Authorization to Amend Agreement with Lew Edwards Group for

Additional Informational Distribution Consulting Services for Exploration of a

Potential 2012 General Obligation Bond Measure

Meeting

May 16, 2012 - Regular Meeting 2012

Category

26. General Items of Business

Access

Public

Type

Discussion

Authorization to Amend Agreement with Lew Edwards Group for Additional Informational Distribution Consulting Services for Exploration of a Potential 2012 General Obligation Bond Measure

1. Background

On February 1, 2012, the Board of Trustees approved a professional services agreement with Lew Edwards Group for Informational Campaign Consulting Services. In consultation with and after review by the Internal Working Group, it is recommended that Lew Edwards Group manage the external informational distribution related to the Informational Campaign. Significant information saturation will be essential to providing necessary data for the Board of Trustees as they consider the viability of a future potential bond measure.

2. Goal/Purpose

The purpose of this item is to communicate to the full Board of Trustees the recommendation from the Internal Working Group to authorization the Lew Edwards Group to manage the external information distribution.

3. Comments

None.

4. Recommendation Statement

The Internal Work Group recommends that the Board of Trustees approve a contract amendment to distribute funds for Lew Edwards Group to manage the external information distribution.

5. Fiscal Review & Impact

\$268,300 payable through a combination of District Community Relations and Auxiliary resources, as follows:

\$150,000 from the Enterprise Corporation

\$118,300 from District Community Relations

\$268,300 Total

27. Resolutions

Subject

27.01 Adoption of Resolution and Order #12-16 of Biennial Trustee Election and

Specifications of the Election Order

Meeting

May 16, 2012 - Regular Meeting 2012

Category

27. Resolutions

Access

Public 1

Type

Discussion

Adoption of Resolution and Order #12-16 of Biennial Trustee Election and Specifications of the Election Order (See Attachment #16)

File Attachments

Resolution 12-16 Election.pdf (181 KB)

Subject

27.02 Adoption of Resolution #12-18 of the Board of Trustees for Classified Management Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds

Meeting

May 16, 2012 - Regular Meeting 2012

Category

27. Resolutions

Access

Public

Type

Discussion

Adoption of Resolution #12-18 of the Board of Trustees for Classified Management Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds (See Attachment #17)

File Attachments

Resolution 12-18 CDMA.pdf (187 KB)

Subject

27.03 Adoption of Resolution #12-20 of the Board of Trustees for Confidential Employee Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds

Meeting

May 16, 2012 - Regular Meeting 2012

Category

27. Resolutions

Access

Public

Type

Discussion

Adoption of Resolution #12-20 of the Board of Trustees for Confidential Employee Furloughs for 2012-2013 in Lieu of Layoff Due to Lack of Funds

As a result of the ongoing fiscal crisis, the Coast Community College District continues to experience financial hardship. To address the budget shortfall, through the meet and confer process with the Association of Confidential Employees, it has been established that furlough days will be implemented for all Confidential employees for the 2012-2013 fiscal year.

After review by the Vice Chancellor of Human Resources and the Chancellor, it is recommended that Resolution #12-20 be adopted by the Governing Board of the Coast Community College District authorizing up to six unpaid furlough days for Confidential employees in lieu of layoff due to lack of funds. The District also should be provided direction to notify the affected employees of the reduction in work year and compensation as a result of the furlough days, 45 days prior to implementation. (See Attachment #18)

File Attachments

Resolution 12-20 Confidential Employee Furloughs.pdf (187 KB)

Subject

27.04 Adoption of Resolution #12-19 of the Board of Trustees Supporting Governor Edmund G. Brown Jr.'s "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment"

Proposed Ballot Initiative

Meeting

May 16, 2012 - Regular Meeting 2012

Category

27. Resolutions

Access

Public

Type

Discussion

Resolution #12-19 of the Board of Trustees Supporting Governor Edmund G. Brown Jr.'s "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment" Proposed Ballot Initiative (See Attachment #19)

File Attachments

Resolution 12-19 Supporting Governor Brown pdf (356 KB)

28. Approval of Minutes

Subject

28.01 DIS - Approval of Minutes

Meeting

May 16, 2012 - Regular Meeting 2012

Category

28. 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 May 2, 2012 Special Meeting of May 2, 2012

File Attachments

Min 5-2-12 Regular Meeting.pdf (415 KB)

Min 5-2-12 Special Meeting.pdf (14 KB)

29. Close of Meeting

Subject

29.01 - 29.05 Close of Meeting

Meeting

May 16, 2012 - Regular Meeting 2012

Category

29. Close of Meeting

Access

Public

Type

Action

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

29.02 Recess to Closed Session

29.03 Reconvene Regular Meeting

29.04 Report of Action from Closed Session (if any)

29.05 Adjournment

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COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES' DIRECTIVES LOG

Prepared by the Secretary of the Board of Trustees

#_	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progre 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	Р
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.	May 16, 2012	Р
3	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	Pending	Р
4	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
5	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
б	Sept 17, 2008	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P

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Regular Meeting

Board of Trustees Coast Community College District

District Board Room

6:30 p.m. Open Session

Wednesday, May 2, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on May 2, 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 6:32 p.m.

1.02 Roll Call

Trustees Present:

Jim Moreno, Mary Hornbuckle, Jerry Patterson, Lorraine Prinsky,

David Grant and Student Trustee Joe Venegas III

Trustees Absent:

None

1.03 Pledge of Allegiance

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

At this time, Item 1.05.01 Acceptance of Retirements was moved forward.

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

<u>Faculty</u>

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

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

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

1.04 Opportunity for Public Comment (Open Session)

Demian Garcia-Monroy, Carol Burke, Ann Holliday, Judith Michaels, Vince Rodriguez, Tefere Gabray, Linda Wojciechowski, Cheryl Stewart, Peter Hastings, Chelsea Pfan and Zack Cornwell, Marilyn Kennedy, Dean Mancina, Ann Nicholson, and Eduardo Arismendi-Pardi addressed the Board regarding budget concerns.

2.00 Informative Reports

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

Andrew Dunn, Vice Chancellor of Administrative Services and Finance, presented a Budget Update to the Board.

3.00 Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2011/2012 as presented in the May 2, 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 Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to add a due date of May 16, 2012 for Item #2.

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 Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the May 2, 2012 Agenda.

3.05 Review of LA CCD Bond Construction Program Audit

Andrew Dunn, Vice Chancellor of Administrative Services and Finance, provided a review to the Board of the LA CCD Bond Construction Program Audit.

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

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to approve the proposed revisions to Board Policy 7821, Classified/Administrative District Holiday Schedule.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

CONSENT CALENDAR (Items 4 - 24)

At the request to the Board President, Counsel Mark Mulkerin addressed the Board regarding Board Policy 6972 as it relates to Administrative Approvals.

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve the Consent Calendar, with the exception of a travel item on page 25 for William Barber.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

After discussion, on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve the travel item on page 25 for William Barber.

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

25.00 Approval of Agreements

25.01 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

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

Fiscal Impact: \$42,300

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.02 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

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to 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.

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.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.03 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

On a motion by Mr. Grant and seconded by Mr. Venegas, the Board voted to 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.

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

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.04 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)

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to 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.

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

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

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

On a motion by Mr. Patterson and seconded by Mr. Moreno, the Board voted to approve the 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. It was stipulated, however, that an amendment be made to the agreement indicating that the compensation will include the 3% reduction as agreed to by the CDMA. 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: Absent: None None

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

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

Fiscal Impact: \$6,250 per month.

Motion carried with the following vote:

Aye:

Mr. Moreno, Mr. Patterson, Dr. Prinsky, Mr. Grant and Mr. Venegas

No:

Ms. Hornbuckle

Absent:

None

25.07 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

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

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.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckie, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.08 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

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to 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.

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.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.09 Approval of Agreement between NCS Pearson, Inc. and the Coast Community College District to Operate as a Controlled Testing Center

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

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.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

25.10 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

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

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.

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 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

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

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

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

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

The Board President recessed the meeting at 9:30 p.m. to hold a Special Meeting.

The meeting was reconvened at 9:42 p.m.

27.00 General Items of Business

27.01 Approval for the County of Orange Registrar of Voters to use Coast Community College District Office Board Room as a Poll Site

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to authorize 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.

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 Appointment of Student Trustee for Fiscal Year 2012-2013

On a motion by Mr. Venegas and seconded by Dr. Prinsky, the Board voted to appoint Cody Joe Torre as Student Trustee, effective June 1, 2012 through May 31, 2013.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

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

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to approve payment to Rancho Santiago Community College District for services provided by Atkinson, Andelson, Loya, Ruud & Romo for the District's share of legal research costs related to the Orange County Property Tax issue in equal shares of 25% per district as previously authorized at the December 14, 2011 Board of Trustees' Meeting.

Fiscal Impact: Equal share of 25% of legal services for the month of February 2012 in the amount of \$1,354.87.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

27.04 Authorization to Conduct a Short-term Study Abroad Program in Paris, France Summer 2013

On a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to authorize a standard travel contractor agreement to conduct a program in Paris, France, June 30 - July 31, 2012. 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.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

27.05 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 Mr. Moreno, the Board voted to approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2011-2012. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

The Board President, or designee be authorized to sign the member agreement and any related documents, indicating approval by the Board of Trustees.

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

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

27.06 Authorization to Conduct a Short-term Study Abroad Program in Florence, Italy, Summer 2013

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to authorize 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.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent: None

27.07 CCC - Authorization to Approve Mission and Vision Statements for Coastline Community College

On a motion by Ms. Hornbuckle and seconded by Mr. Patterson, the Board voted to authorize Coastline Community College to adopt the following Mission and Vision Statements.

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.

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 Resolutions

28.01 Adoption of Resolution #12-12 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted to approve Resolution #12-12 authorizing payment to Trustee Lorraine Prinsky who was absent from the Special Meeting of April 11, 2012 due to hardship deemed acceptable by the Board.

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Mr. Grant and Mr. Venegas

No: Absent: None None

Abstain:

Dr. Prinsky

28.02 Adoption of Resolution #12-13 Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve Resolution #12-13 authorizing payment to Trustee Jim Moreno who was absent from the Special Meeting of April 11, 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 None

Absent: Abstain:

Mr. Moreno

29.00 Approval of Minutes

29.01 Approval of Minutes

On a motion by Ms. Hornbuckle and seconded by Ms. Moreno, the Board voted to approve the Minutes of the Regular Meeting of March 21, 2012, the Special Meeting of March 27, 2012, the Regular Meeting of April 4, 2012 (with a correction to Item 24.11, employment date to be corrected to read April 5, 2012), the Special Meetings of April 10, 2012, the Special Meeting of April 11, 2012 and the Regular Meeting of April 18, 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

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

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to adopt revised Board Policy 7909 Search and Selection of the Coast Community College District Executive Management Employees.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

30,02 DIS - Adoption if Amended Board Policies 4611, 6200, 6541, 6542 and 6600

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to adopt amended 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) and Board Policy 6600 (Capital Construction). It was requested that BP 4611 be renumbered to a 6000 series number to match the CCLC policy numbering and for the Board to be notified when the change has been made.

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

30.03 DIS - Adoption of Revised Policy and Procedure BP 4230 (previously 4232) and AP 4230 (previously 4232) Grading and Academic Record Symbols

On a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted to approve revised Board Policy 4230 and ratify revised Administrative Procedure 4230 Grading and Academic Record Symbols.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

30.04 DIS - Ratification of Revision of Administrative Procedure AP 5030 Student Fees and Charges Schedule

On a motion by Mr. Venegas and seconded by Ms. Hornbuckle, the Board voted to ratify the revised version of AP 5030 Student Fees and Charges Schedule.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

30.05 DIS - Review and Ratification of Proposed Revisions to the Management Recruitment and Selection Procedures

On a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted to ratify the revised CCCD Management Recruitment and Selection Procedures Board Policy.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, Mr. Grant and

Mr. Venegas

No:

None

Absent:

None

31.00 Close of Meeting

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

There were no requests to address the Board during Public Comment.

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
- 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 Negotiator: 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:

- 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)

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted unanimously to approve **Item 31.02 (a) Public Employment**. (See Appendix pages 18-32)

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, and Mr. Grant

No:

None

Absent:

Mr. Venegas

Additionally, on a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted unanimously to approve the settlement for Bergelectric Corporation for Item 31.02 (f) Conference with Legal Counsel: Anticipated Litigation.

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky, and Mr. Grant

No:

None

Absent:

Mr. Venegas

31.05 Adjournment

There being no further business, on a motion by Ms. Hornbuckle and seconded by Mr. Grant the Board voted to adjourn the meeting at 10:44 p.m.

Motion carried with the following vote:

Aye:

Mr. Moreno, Ms. Hornbuckle, Mr. Patterson, Dr. Prinsky and Mr. Grant

No:

None

Absent:

Mr. Venegas

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

		Pages
A.	Public Employment	18-32

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

PART TIME COUNSELING

Name	Start Date	<u>End</u>	Pay Type	Pay Rate
Chen, Donna Nguyen, Steve Duc	06/01/12 06/01/12	<u>Date</u> 08/26/12 08/26/12	SMH SMH	\$73.94 \$73.94
ABI STAFF MEETINGS	<u>S</u>			
<u>Name</u>	Start Date	<u>End</u> Date	Pay Type	Pay Rate
Crowley, Erin Fitzgeorge, Brenda Pasino, James Teregis, Tracy Wild, Michelle	06/01/12 06/01/12 06/01/12 06/01/12	07/31/12 07/31/12 07/31/12 07/31/12 07/31/12	EXH EXH EXM EXM	\$29.46 \$29.46 \$29.46 \$43.55 \$43.55
ADMINISTRATIVE CO	UNSELING TO	O MILITARY	PROGRAM	<u>IS</u>
<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Hernandez, Marcela	07/01/12	08/26/12	EXH	\$29.46
GOLDEN WEST COLL	<u>EGE</u>			
STUDENT DANCE CO				
<u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Hendrix, Jeffrey	05/19/12	05/20/12	EXH	\$29.46
<u>LIBRARIAN</u> <u>Name</u>	Start Date	End Date	Pay Type	Pay Rate
Casens, Treisa Garcia, Gonzalo Ross, Roxana	06/18/12 06/18/12 06/18/12	<u>Date</u> 06/30/12 06/30/12 06/30/12	SMM SMM SMM	\$88.35 \$81.32 \$104.53
COUNSELOR Name	Start Date	End Date	Pay Type	Pay Rate
Fipps, Particia York, Linda	06/01/12 06/01/12	06/30/12 06/30/12	SMM SMM	\$97.88 \$104.53

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<u>Name</u>	Start Date	<u>End</u>	<u>Pay Type</u>	<u>Pay Rate</u>
		<u>Date</u>		
Bon, Denise	06/01/12	06/30/12	SMH	\$73.94
Duenas, Yolanda	06/01/12	06/30/12	SMH	\$73.94
Lane, Andrea	06/01/12	06/30/12	SMH	\$73.94
Ngo, Michelle	06/01/12	06/30/12	SMH	\$73.94

COSMETOLOGY FACUTLY COORDINATOR (PER ARTICLE XI CFE AGREEMENT)

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

ORANGE COAST COLLEGE

VOCAL COACHING	VOC	AL	CO	AC	HI	NG
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<u>Name</u>	Start Date	<u>End</u>	Pay Type	Pay Rate
		<u>Date</u>		
Smelser, Nadia	05/04/12	05/13/12	EXH	\$29.46

ALTERNATIVE METHODS

Name	Start Date	<u>End</u>	Pay Type	Pay Rate
		<u>Date</u>		
Amaral, Christina	04/01/12*	04/30/12	EXM	\$43.55
Hanlon, Anna	05/01/12*	05/28/12	EXM	\$43.55

^{*}Justification: Professional Development Department was without staff support to process paperwork

INTERNSHIP ACCADEMY PART TIME

<u>Name</u>	<u>Start Date</u>	<u>End</u>	<u>Pay Type</u>	<u>Pay Rate</u>
		<u>Date</u>		
Barrett, Charles	05/03/12	05/27/12	UNT	\$73.94
Broberg, Scott	05/03/12	05/27/12	UNT	\$73.94
Goerrissen, Jan	05/03/12	05/27/12	UNT	\$73.94
Jones, Steven	05/03/12	05/27/12	UNT	\$73.94
LaBounty, Jennifer	05/03/12	05/27/12	UNT	\$73.94
Majeed, Humairah	05/03/12	05/27/12	UNT	\$73.94
Prioleau, Karen	05/03/12	05/27/12	UNT	\$73.94
Sabori, Sibley	05/03/12	05/27/12	UNT	\$73.94
Tsutsumida, Damian	05/03/12	05/27/12	UNT	\$73.94

INTERNSHIP ACCADEMY FULL TIME

<u>Name</u>	Start Date	End	<u>Pay Type</u>	Pay Rate			
		<u>Date</u>					
Cottrell, Lynn	05/01/12*	05/27/12	EXM	\$72.00			
Young, Richard	05/01/12*	05/27/12	EXM	\$72.00			
*Justification: Late paperwork from Division Office							

PART TIME COLINGELOR

FART TIME COUNSEL	<u>-Un</u>			
<u>Name</u>	Start Date	<u>End</u>	Pay Type	Pay Rate
		<u>Date</u>		
Ogaz, Rebecca	04/10/12*	05/25/12	UNT	\$73.94
Phat, Dat	04/02/12**	05/27/12	UNT	\$73.94

^{*}Justification: Funding for assignment was delayed **Justification: Late paperwork from Division Office

CHOREOGRAPHY FOR STUDENT DANCE CONCERT

<u>Name</u>	Start Date	<u>End</u> Date	Pay Type	Pay Rate
Costas, Jose	04/25/12*	04/29/12	EXM	\$43.55
Parra, Jennifer	04/25/12*	05/01/12	EXH	\$29.47

^{*}Justification: Last minute change in performance program

COUNSELOR OVERLOADS

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

<u>000</u>	
Name	LHE
Plum, Caryn	3.00
Nguyen, Jessica	1.50

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:

<i>^</i> ¬	\sim	\sim
v	v	v

Name LHE Abernathy, Dean 2.06

COSMETOLOGY OVERLOAD

Overload assignments for the following GWC cosmetology 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 06/01/12 to 06/30/12. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs for the college and/or the specific division. Assignments are not to exceed LHE stated:

GWC

Name	<u>LHE</u>
Chambliss, Tasha	1.34
Christie, Joan	0.58
Fiorane, Michelle	0.88
Holland, Jon	0.81
Reyna, Edward	0.28
Rosales, Evangelina	0.78
Smith, Jane	1.04

2. Substitute Faculty

Full time Faculty Substitutes

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

Orange Coast College

Baker, Karen Bandaruk, Theodore Gillisen, Blade Sanchez, Sandra Patricia

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

Knauer, Mary

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. Salary placement may be revised upon presentation of evidence of additional education and/or experience:

LOC	<u>Title</u>	Start Date	<u>Plcmt</u>
CCC	Instructor, Paralegal Studies	08/27/12	A-V- 07+Doc
GWC	Instructor, Biological Sciences	08/27/12	A-II-06
CCC	Instructor, Physics/Astronomy	08/27/12	A-V- 07+Doc
occ	Instructor, Architecture Studio-Digital Fabr	08/27/12	A-V-07
occ	Instructor, Radiologic Tech-Clinical Coord	08/27/12	A-V-07
GWC	Instructor, Automotive Technology	08/27/12	A-V-07
occ	Instructor, English/Basic Skills/Gen	08/27/12	A-II-07
occ	Counselor, General/International Students	07/01/12	Q-II-07
occ	Instructor, Accounting	08/27/12	A-II-07
OCC	Instructor Art, Sculpture	08/27/12	A-III-07
OCC	Counselor, General/Allied Health	07/01/12	Q-III-07
occ	Instructor, Prof Mariner (Program Coord)	08/27/12	A-I-07
OCC	Instructor, Geography	08/27/12	A-II-08
OCC	Instructor, English/Basic Skills/Gen Comp	08/27/12	A-III-07
	GCC GWC GCC GCC GCC GCC GCC GCC GCC GCC	GWC Instructor, Biological Sciences CCC Instructor, Physics/Astronomy OCC Instructor, Architecture Studio-Digital Fabr OCC Instructor, Radiologic Tech-Clinical Coord GWC Instructor, Automotive Technology OCC Instructor, English/Basic Skills/Gen Comp OCC Counselor, General/International Students OCC Instructor, Accounting OCC Instructor, Accounting OCC Instructor, Accounting OCC Instructor, For Mariner (Program Coord) OCC Instructor, Geography OCC Instructor, English/Basic Skills/Gen	CCC Instructor, Paralegal Studies O8/27/12 GWC Instructor, Biological Sciences CCC Instructor, Physics/Astronomy O8/27/12 OCC Instructor, Architecture Studio-Digital Fabr OCC Instructor, Radiologic Tech-Clinical Coord GWC Instructor, Automotive Technology OCC Instructor, English/Basic Skills/Gen Comp OCC Counselor, General/International Students OCC Instructor, Accounting OCC Instructor, Accounting OCC Instructor, Accounting OCC Instructor, Accounting OCC Instructor, General/Allied Health OCC Instructor, Prof Mariner (Program Coord) OCC Instructor, Geography OCC Instructor, Geography OCC Instructor, English/Basic Skills/Gen O8/27/12 OCC Instructor, Geography OCC Instructor, English/Basic Skills/Gen O8/27/12

Revision to salary placement due to additional education or experience

<u>Name</u>	LOC	<u>Title</u>	Manufacturing	Start Date	<u>Plcmt</u>
Cervantes,	OCC	Instructor.		08/27/12	A-V-07*
Aureliano		Technology	g	· · · · · · · · · · · · · · · · · · ·	

Dunham, John

GWC

Instructor, Mathematics

08/27/12

A-II-07**

*from A-II-07 ** from A-II-05

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.

Coastline College

For the period 06/11/12-08/11/12

<u>Faculty</u>	
Name	<u>Wkly/Hrs</u>
Bauman, Jane	9.00
Darby, Barbara	16.00
Desmond, Deborah	6.80
Feldon, Fred	21.00
Holliday, Ann	9.30
Lee, Lisa	
06/01/12-06/30/12	24.80
Leighton, Kenneth	6.80
Marcus, Ted	
06/01/12-06/30/12	27.10
Shelley, Karen	10.00
Teregis, Tracy	12.00
Warwick, Randall	
06/01/12-06/30/12	27.00
Wild, Michelle	12.00

Golden West College

For the period 06/11/12-08/11/12

Faculty	
Name	<u>Wkly/Hrs</u>
Almy, James	16.00
Barua, Dibakar	12.00
Bouzar, Pete	8.00
Bowlby, Margot	13.50
Brownell, Beverley	3.37
Chapman, Nina	13.50
Galassi, Cecilia	6.00
Hausey, Collette	6.00
Hoang, Antony	8.00
Isonio, Steven	13.50
Jones, Ryane	6.00
Kelly, Darla	14.00
Kopp, Kyle	14.00
Lavarini, Theresa	6.00
Lawler, William	12.00
Lervold II, John	9.00

Lloyd, Douglas	6.75
Mitchell, Nicholas	12.00
Moore, David	9.00
Potts, Eva	3.37
Scardina, Thomas	11.25
Sudweeks, Sandra	9.00
Tarango, Abraham	12.00
Taylor, Scott	6.00
Ternes, Linda	13.50
Villarreal, Roberto	6.00

Orange Coast College

For the period 06/11/12-08/11/12

<u>Faculty</u>	
<u>Name</u>	<u>Wkly/Hrs</u>
Dale, John	
06/01/12-06/30/12	16.00
Della Marna, Jodi	
06/01/12-06/30/12	32.00
Morgan, Carleton	
06/01/12-06/30/12	32.00
Oviatt, Vinta Marie	
06/01/12-06/30/12	28.00

4. Part time Faculty

Summer

Assignments to be paid in accordance with the current salary part time faculty schedule and 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.

Coastline College

For the period 06/11/12-08/11/12

<u>Name</u>	Wkly/Hrs
Adler, Roberta	9.50
Aprile, Judy	5.50
Ataliah, Joseph	16.90
Barnes, Stephen	4.40
Barrett, Debra	9.00
Bouley, Harold	6.80
Calcanas, Christine	4.00
Caterina, Amy	8.80
Chang, Yu-An	18.00
Chen, Eric	13.80
Chhabra, Shashi	8.10
Clark, John	3.00
Cole, Maureen	4.00
Collins, Charles	3.00
Covert, Robert	10.10

Crawfis, Robert	10.10
· · · · · · · · · · · · · · · · · · ·	
Crowley, Erin	8.00
Cummins, Megan	10.10
Davis, Penny	9.00
DeWitt, Stanley	10.10
Diaz-Brown, William	10.10
Eber, Lorie	10.10
	12.00
Fitzgeorge, Brenda	
Foreman, Jill	4.00
Freeman, William	10.10
Fuller, David	6.80
Garvin, Timothy	10.10
Giancarlo, Jennifer	16.50
Gill, Tina	6.80
Godfrey, Donald	6.80
Gundy, Afaf	18.00
Hart, John	10.10
	6.80
Henry, Deborah	
Hoekstra, Thomas	10.10
Isbell, Donald	8.80
Jereb, Claudia	6.80
Kelsey, David	10.10
Kerr, Jeffrey	8.80
Khambatta, Zubin	3.30
Khan, Mahbubur	13.00
Mann, Claire	10.10
Marin, Liana	10.10
Masters, Melinda	12.00
Mater, Fadi	6.80
Menzing, Todd	10.10
Nichols. Kristen	6.80
Ozbirn, Katherine	6.80
Palmer, Catherine	6.80
Parent, Nancy	10.10
Pasino, James	8.00
Platfoot, Shirley	4.00
Sampson, Kevin	13.60
Schindelbeck, Judy	10.10
Semer, Lynn	5.00
Terry, Ladd	10.10
Torrini, Lynn	8.30
Vayo, Sunshine	10.10
Wahba, Remon	12.80
-	
Waller, Ellis	10.10
Whitson, Stephen	16.90

Golden West College

For the period **06/11/12-08/11/12**

<u>Name</u>	Wkly/Hrs
Abella, Dori	12.00
Birnie, Deborah	22.50
06/18/12-07/29-12	

Bornemann, Chung	7.50
Cast, Steven	
06/18/12-07/29/12	24.00
Cooper, Paz	7.00
Cordiero, Judy	12.00
Gimenez, Alejandro	5.15
Graves, Buchansha	10.00
Hyde, William	13.50
Jimmons, Charlotte	11.00

Orange Coast College

For the period 06/11/12-08/11/12

Name	Wkly/Hrs
Farrell, Daniel	9.00
Legacy, Dara	24.00
06/18/12-07/14/12	
Riggio, Alison Collins	6.00

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>
Tenno, Milton	1.000
Orange Coast College	

<u>Name</u>	<u>LHE</u>
Healy, Mitchell	1.313

The following <u>GWC</u> 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 01/30/12 to 05/27/12, not to exceed 288 hours:

Pratt, Jennifer

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.

Reappointment

<u>Name</u>	LOC	<u>Title</u>	Contract Term	<u>Plcmt</u>
Hambly,		Interim Director, Career	07/01/12 to	D-26-05
Raine		Services	06/30/13	

6. Classified Management

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

Promotion

<u>Name</u>	<u>LOC</u>	<u>Title</u>	Start Dt	<u>Plcmt</u>	<u>Vacancy</u>
Thompson, Daniela	DIST	Admin Director Fiscal Affairs	05/03/12	G-32-04	# D-12-12

7. Classified Staff

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

Promotion

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	Vacancy #
Lopez, Ashley	CCC	Staff Aide	05/03/12	E-48-04	C-013-12

<u>Transfer</u>

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Agag-Maxwell,	CCC	Mil/Cont Educ Tech,	05/14/12	E-45-05	C-016-12
Diana		Intrm			

8. Reclassification and Reorganization/Reassignment

None.

9. Classified Temporary Assignments

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

<u>Name</u>	LOC	<u>From</u>	<u>To</u>	Start Dt	End Dt	<u>Plcmt</u>
Kiser, Linda	GWC	Secretary	Staff	05/03/12	07/30/12	E-52-02
			Assistant			
Vu, Thien	CCC	Electronic Media	Couns	04/09/12	06/30/12	E-49-05
		& Curr Pub	&Guide Off			
		Assist	Op Coord			

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>
Gomez, Angela	CCC	Mil Cont Ed	Mil Cont Ed	Extend from	E-54-01
_		Tech Inter	Prog Coord	04/30/12* to	
			_	06/30/12	
Perdue, Brenda	CCC	Staff Assistant	Special .	Extend from	E-52-05
			Assignment	04/30/12 to 07/31/12	

*Justification: Did not have Campus approval signatures prior to board deadline.

10. Short Term Hourly Staff

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

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

<u>Name</u>	LOC	Start Date	End Date	Funding Source	<u>Days to</u> Work
Abarca, Mikaela**	CCC	04/16/12	06/30/12	124077- 851254	M,T,W,TH,F
Chavez, Alejandra	GWC	05/14/12	06/30/12	124036- 349303	M,T,W,TH,F
Clark, Jaime	CCC	05/03/12	06/30/12	120157- 856652	M,T,W,TH,F
Gutierrez, Cynthia**	CCC	04/04/12	06/30/12	124077- 851254	M,T,W,TH,F
Liampert, Michelle*	CCC	03/08/12	06/30/12	124007- 856101	M,T,W,TH,F
Nguyen, Thu	occ	05/03/12	06/30/12	110001- 249200	M,T,W,TH,F
Sims, Kari**	CCC	03/28/12	06/30/12	124081- 851261	M,T,W,TH,F
Singh, Amit	CCC	05/03/12	06/30/12	124007- 856101	M,T,W,TH,F
Spears, Ma**	CCC	04/16/12	06/30/12	124077- 851254	M,T,W,TH,F

^{*}Justification: Employee misunderstood deadline for submission of documentation

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

<u>Name</u>	LOC	Start Date	End Date	<u>Funding</u>	Days to
,				Source	<u>Work</u>
Beck, Jonathan*	OCC	04/19/12	06/30/12	110001-	M,T,W,TH,F
				210100	

^{*}Justification: Late submission of paperwork by department

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.

^{**}Justification: WEX (Work Experience) Program for the One-Stop Center

<u>Name</u>	<u>LOC</u>	Start Date	End Date	<u>Funding</u>	Days to
Bank, Newton	GWC	05/03/12	06/30/12	<u>Source</u> 813015- 381401	<u>Work</u> S,SU
Becker, Chris	occ	05/03/12	06/30/12	812015- 263750	S,SU
Cruz, Simon	occ	05/03/12	06/30/12	127005- 258900	M,T,W,TH,F
	occ	05/03/12	06/30/12	812015- 263750	M,T,W,TH,F
Nguyen, Kenny	occ	05/03/12	06/30/12	812015- 263750	S,SU

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

<u>Name</u>	<u>LOC</u>	Start Date	End Date	<u>Funding</u> Source	<u>Days to</u> Work
Anderson, Penn	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Baggesen-Jensen, Mikaela	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Barker, Emmalee	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Bergesen, Annika	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Bobadilla, Susan	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Brannick, Constance	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Brennan, Alison	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Brennan, Marguerite	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Brennan, Matthew	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	06/30/13	813001- 317102	M,T,W,TH,F

			J	B
Dennis, Hannah	GWC 06/01/12	06/30/12	813001-	M,T,W,TH,F
	GWC 07/01/12	06/30/13	317102 813001-	M,T,W,TH,F
Fascella, Danica	GWC 06/01/12	06/30/12	317102 813001-	M,T,W,TH,F
	GWC 07/01/12	06/30/13	317102 813001-	M,T,W,TH,F
Finger, Abbigail	GWC 06/01/12	06/30/12	317102 813001-	M,T,W,TH,F
	GWC 07/01/12	06/30/13	317102 813001-	M,T,W,TH,F
Gilmartin, Caitlin	GWC 06/01/12	06/30/12	317102 813001- 317102	M,T,W,TH,F
	GWC 07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Gizara, Lisa	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Hurley, Kevin	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Ingalla, Corinne	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Kiser, Kerry	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Kiser, Kevin	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	06/30/13	813001- 317102	M,T,W,TH,F
Landrau, Jayme	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Lingle, Lauren	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Markham, James	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
McDonald, Megan	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC 07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
McSweeny, Brian	GWC 06/01/12	06/30/12	813001- 317102	M,T,W,TH,F

	GWC	07/01/12	08/17/12	813001-	M,T,W,TH,F
Miernicki, Paul	GWC	06/01/12	06/30/12	317102 813001-	M,T,W,TH,F
	GWC	07/01/12	08/17/12	317102 813001-	M,T,W,TH,F
Mills, Jason	GWC	06/01/12	06/30/12	317102 813001-	M,T,W,TH,F
	GWC	07/01/12	08/17/12	317102 813001- 317102	M,T,W,TH,F
Moreno, Fernanda	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Moreno, Sarah	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Morton, Jade	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Navarro, Tina	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Nellor, Matthew	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
O'Connor, Mariah	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
O'Connor, Matthew	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Poweil, Jacquelene	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Provost, Brianna	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Richman, Jourdan	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Ritter, Breanna	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F

Roe, Joshua	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Roe, Nathan	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Schroeder, Stephanie	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Scott, Aubrie	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
St. Onge, Danielle	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Tynan, Emily	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Vanetten, Melissa	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Wright, Travis	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	M,T,W,TH,F
Yarbrough, Jack	GWC	06/01/12	06/30/12	813001- 317102	M,T,W,TH,F
	GWC	07/01/12	08/17/12	813001- 317102	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>	LOC	Start Date	End Date	Funding Source	<u>Days to</u> Work
Alvarez, Jose Tran, Yen		04/02/12 04/17/12	06/30/12 04/27/12	110001-385201 110001-349101	$\overline{M,T,W},TH,F$

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

Krueger, David Marchan, Lorena Portillo, Adriana Van Gent, Jennifer

12. Clinical Advisors/Summer

Orange Coast College

Zarate, Eduardo

13. Medical Professional Hourly Personnel

None.

14. Student Workers

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

Golden West College

Bui, Thong Jeffries, Myles Nguyen, Chinh Shimamoto, Saori Vo, Stephanie

Orange Coast College

Dalton, Alexander Ho, Tuan Lyles, Derrick Montelongo, Shelby Nguyen, Tram Petersen, Constance Zuniga, Pauline

Special Meeting

Board of Trustees Coast Community College District

District Board Room

9:30 p.m.

Wednesday, May 2, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on May 2, 2012 in the Board Room at the District Office.

1. Call to Order

Board President Jim Moreno called the meeting to order at 9:30 p.m.

2. Roll Call

Trustees Present:

Jim Moreno, Mary Hornbuckle, Lorraine Prinsky, Jerry Patterson,

David Grant and Student Trustee Joe Venegas III

Trustees Absent:

None

3. Opportunity for Public Comment

There were no requests to address the Board.

4. Approval of Amended Board Resolution #11-32, Reorganization and Lateral Transfer Plan

On a motion by Ms. Hornbuckle and seconded by Mr. Grant, the Board voted to approve amended Board Resolution #11-32, Reorganization and Lateral Transfer Plan, with a change in item (g) to read "tentative budget" instead of "final budget".

Motion carried with the following vote:

Ave:

Mr. Moreno, Ms. Hornbuckle, Dr. Prinsky and Mr. Grant

No:

None

Absent:

None

Abstain:

Mr. Patterson

5. Adjournment

There being no further business, on a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to adjourn the meeting at 9:42 p.m.

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.

Coast Community College District BOARD POLICY

Chapter 2 Board of Trustees

BP 2015 Student Trustee, Board of Trustees

There shall be included within the membership of the Board of Trustees a non-voting student who shall be selected and shall serve in accordance with procedures established by Board. The Student Trustee of the Coast Community College District shall meet these minimum qualifications:

1. The Student Trustee shall be enrolled in, and complete at least five units per semester, as a student of the Coast Community College District in both the Fall and Spring semesters of his/her term of office.

In addition, the following requirements shall be met:

- a. Hold at least a 2.0 cumulative GPA when applying for the position.
- b. Maintain at least a 2.0 GPA during the term of office.
- 2. The Student Trustee may not have been on academic probation or under disciplinary sanction from a Coast Community College District college during the academic year prior to the term of office being sought or during the term of office as Student Trustee.
- 3. The Student Trustee must be at least 18 years of age before assuming office.

DUTIES & RESPONSIBILITIES

Pursuant to California Education Code Section 72023.5(a), the Student Trustee of the Coast Community College District attends all Regular and Special meetings of the Board of Trustees. The Student Trustee as a non-voting member of the Board, may make motions, second motions, and participate in Trustee discussions. The Student Trustee receives all correspondence, agendas, agenda attachments, staff reports, minutes, and other materials which regular Trustees receive, except those matters which pertain to Closed Session items. The Student Trustee does not participate in Closed Sessions of the Board. The Student Trustee is appointed by the Board in May of each year to serve a one-year term, commencing on June 1st, and expiring on the following May 31st.

The Student Trustee's primary duty and responsibility is to bring a student perspective to all Board of Trustee meetings for the Coast Community College District. The Student Trustee participates in all Board meetings to express a student's perspective and may designate, for the record, his/her position prior to the Board vote. Such designation shall not be counted in the official vote, but shall be recorded in the Board meeting minutes. The Student Trustee may gather individual or group student opinions for presentation to the Board on agenda matters. The Student Trustee provides a report at Regular

Meetings of the Board on his or her own activities as Student Trustee, as well as those of the District Student Council.

Under the direction of the Secretary of the Board of Trustees, the Student Trustee is responsible for other specified student matters including serving as the Chair of the District Student Council. The Student Trustee annually leads the recruitment and selection of his/her successor, and acts as Chair of the Student Trustee Selection Committee which recommends the successor Student Trustee to the Board of Trustees. The Student Trustee plays a key role in the annual retreat of the District Student Council and the annual Student Lobby Day in Sacramento, and provides leadership in District programs such as Congress to Campus and other similar Board-approved District-wide programs. In each of these activities, the Secretary of the Board of Trustees, under the direction of the Board Clerk, shall have oversight responsibility.

STUDENT TRUSTEE TRAVEL

The Student Trustee is encouraged to attend the annual student trustee training conference sponsored by the Community College League of California. In addition to this state-wide conference, the Student Trustee may attend one additional community college conference at District expense, if approved in advance by the Board of Trustees.

COMPENSATION FOR THE STUDENT TRUSTEE

Compensation of the Student Trustee shall be \$200 per month for Regular Meeting attendance. Such compensation shall be paid to Student Trustees who are absent only if the Board, by Resolution, finds that the Student Trustee is, at the time of the meeting, performing services outside the meeting for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

MILEAGE STIPEND FOR THE STUDENT TRUSTEE

The Student Trustee shall be entitled to the mileage allowance provided the regular Trustees.

Adopted December 14, 1983 Revised February 17, 1999 Revised August 16, 2006 Revised February 18, 2009 Replaces CCCD Policy 010-2-14, Fall 2010 Revised June 15, 2011

SECOND AMENDMENT

THIS SECOND AMENDMENT ("Second Amendment") is made effective as of January 31, 2012 (the "Second Amendment Date"), by and between Jones International, Ltd. ("Jones") and Coast Community College District ("CCCD"). Jones and CCCD are sometimes referred to herein individually as a "party" and collectively as the "parties."

WHEREAS, the parties entered into an Agreement dated as of February 7, 2001 concerning the telecourse "MediaWaves: An Introduction to Mass Communication," as amended by letter agreement dated December 22, 2005 and Addendum dated February 21, 2007, and as further amended by First Amendment dated February 5, 2010 (collectively, the "Original Agreement"); and

WHEREAS, the parties now desire to amend the Original Agreement to extend the term for an additional period of time.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in the Original Agreement and herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

- 1. Term Extension; Post-Termination Obligations. The term of the Original Agreement is extended for an additional period ending February 28, 2014. Immediately following the end of the term, CCCD shall return to Jones the master tapes of the Telecourse, including any masters with closed captioning, and other related inventory and materials which are in CCCD's possession. The masters and materials should be sent to: Jones International University, Ltd., Attn: Dana Lesniewicz, 9697 East Mineral Avenue, Centennial, CO 80112.
- 2. Effectiveness. Capitalized terms used but not defined in this Second Amendment shall have the meanings ascribed to them in the Original Agreement. Except as specifically amended hereby, the terms and provisions of the Original Agreement shall continue in full force and effect in accordance with the provisions thereof as in existence on the Second Amendment Date. If any provision of this Second Amendment directly conflicts with any provision of the Original Agreement, the provisions of this Second Amendment shall control. This Second Amendment expresses the entire understanding of the parties and supersedes all prior and contemporaneous agreements and undertakings of the parties with respect to the subject matter of this Second Amendment. Signatures on this Second Amendment may be communicated by facsimile transmission and such transmission shall be deemed an original. If executed in counterparts, this Second Amendment will be as effective as if executed simultaneously.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to be effective as of the Second Amendment Date set forth above.

JONES INTERNATIONAL, LTD.	COAST COMMUNITY COLLEGE DISTRICT		
By:	By:		
Timothy J. Burke Group Vice President and Chief Financial Officer	Name: Title:		

ATHLETIC TRAINING AFFILIATE/ALLIED SITE AGREEMENT

Concordia University, Irvine 1530 Concordia West Irvine, CA 92612-3299

This agreement is entered into on this	day of	, 20	by and between	
Concordia University Irvine through its	Athletic Training	g Education P	rogram (the "Uni	versity"),
the Coast Community College District a	ınd <u>Golden West</u>	Community (College (the "Fac	ility).

Purpose of this agreement

The University and the Facility recognize the importance of all aspects of the education of Athletic Training Students. In developing an Athletic Training Education Program, the University has determined that an internship experience is a required and important component of the curriculum. Such a program will provide students with opportunities for off-campus experiences in a variety of settings, and for interaction with practicing professionals in the field. It is in the interest of both the University and Facility to provide an internship setting which will challenge the students to use their athletic training skills and knowledge. An internship program will allow students opportunities to observe and understand different philosophies of health care for the physically active. The University desires cooperation of the Facility in the development and implementation of the internship phase of its curriculum. In consideration of these interests, and the mutual agreements set forth in this agreement, the University and the Facility enter into this Agreement on the following terms and conditions:

A. The University and the Facility mutually agree:

- 1. To establish and agree upon the educational competencies for the internship program, devise methods for their implementation and continually evaluate to determine the effectiveness of the internship experience.
- 2. Will not unlawfully discriminate among students covered by this Agreement on the basis of race, color, sex, age, disability or national origin.
- 3. To arrange on-site visits as reasonably required by either party, in order to monitor internship program progress and quality.

B. The University agrees:

1. To appoint a faculty member as the faculty supervisor of the internship program (referred to as the "Director of the Athletic Training Education Program"), who will be the liaison between the University and the Facility, and who will administer the University's responsibilities within the internship program.

- 2. To assume responsibility for assuring compliance with applicable educational standards, and to refer to the Facility only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum. The Faculty supervisor shall monitor the progress of the student throughout the internship and remain available as a resource to the student intern as required. The University shall establish the criteria for evaluating the internship, maintain communication with the Internship Coordinator, debrief the student intern, and record and maintain the student intern evaluations. The Faculty Supervisor shall, as necessary, accumulate and evaluate material provided by the student intern and the Facility.
- 3. To establish and maintain ongoing communication with the facility on items pertinent to Athletic Training Education. The University shall monitor and visit the site to evaluate consistent direct supervision of the student by a certified athletic trainer (when available) or professional staff member.
- 4. To notify the Facility in writing, at a time mutually agreed upon, of its planned schedule of Student assignment, including the name of the student, level of academic preparation, and any logistical requirements of the internship program, including the dates and length of the internship assignment.
- 5. To inform the student of any requirements maintained by the Facility for Acceptance in to the internship program (i.e., health status), and to advise assigned students regarding appropriate health and liability insurance.
- 6. To direct the assigned student to comply with the existing pertinent rules and regulations of the Facility and all reasonable directions given by qualified Facility personnel. The University shall see that all student interns are instructed to:
 - Comply with all policies and procedure of the site;
 - Conduct themselves in a professional manner at all times, which includes maintaining confidentiality, respect for the athletes/clients and co-workers, and ethical practices, as well as proper attire and an open attitude toward new techniques and ideas;
 - Establish high standards for themselves in all areas including treating others with a Christ-like servant attitude, and seeking to develop and provide excellence in leadership;
 - Notify the CUI supervisor with any concerns or problems which arise at the site;
 - Meet all deadlines for reports, assignments, etc;
 - Document all hours spent at the site, including duties performed;
 - Have HBV (Hepatitis B Vaccines) vaccines completed or the series started;
 - Carry student liability insurance.
- 7. To supply the Facility or the Internship Coordinator with any forms to be used in evaluating the performance of the assigned student or to accept in its discretion the forms regularly used by the Facility.
- 8. To require that the student provide, prior to commencement of the student Assignment, such confidential or other information as may be required by the Facility or deemed necessary for the training and guidance of the student.

9. To make available to the University a written description of the planned educational program (including objectives) to be followed during the internship experience, and to advise the University of any changes in its personnel, operation, or policies which may affect internship experiences.

C. The Facility agrees:

- 10. To designate as Internship Coordinator the Facility staff member who will be responsible for the supervision of the students and the planning and implementation of the internship experience. The Internship Coordinator shall directly supervise the student interns at all times following the guidelines set forth by the NATA Education Council for direct clinical supervision, which shall include maintaining direct verbal and visual contact with the student while at the site.
- 11. To provide the Internship Coordinator with sufficient time to supervise, plan and implement the internship experience including, when feasible, time to attend relevant meetings and conferences.
- 12. To provide the environment, including physical facilities and equipment, necessary to conduct the internship experience, and to comply with applicable OSHA standards and guidelines. The Facility shall also provide an environment of equal opportunity for all students and interns, free of prejudice, bias, or harassment, and to take affirmative steps to train and instruct the Internship Coordinator to assure that these responsibilities are clearly understood.
- 13. To determine the number of students on internship assignments which it can accommodate during a given period of time, and, during the internship, develop a schedule of when the student intern is expected to be at the site.
- 14. To provide the assigned students, whenever possible, with use of all educational resources reasonably necessary to carry out their responsibilities in the internship program, including books and journals for reference and computer access (if available at the site). The Facility shall assign the student intern to challenging tasks whenever possible within the limits of his/her abilities, and to allow the student intern the maximum opportunity to grow through the use of skills required and the exercise of judgments in making decisions.
- 15. To provide each assigned student with a copy of the Facility's Existing pertinent rules, regulations and policies with which the student is expected to comply. The Facility shall instruct student interns as to emergency procedures, protocol for suspected exposure to blood-borne pathogens, confidentiality, facility care and maintenance, record-keeping, dress code, and any other issues pertinent to the site. At all times, the Facility and Internship Coordinator shall strive to maintain an atmosphere of professionalism by pursuing excellence in technical performance of job-related duties, and maintaining honorable and respectful relationships with all persons at the site. The Facility will seek

- to embody both the technical and relationship aspects of professionalism in the Athletic Training field.
- 16. To make available, whenever possible, emergency health care for the student intern. The student intern will otherwise be responsible for his or her own health care.
- 17. To meet with the student intern periodically to inform her/him of her/his progress. The Facility shall evaluate the performance of the assigned student intern on a regular basis throughout the internship assignment, using the evaluation form supplied by the University or one which is regularly used by the Facility. The completed evaluation will be forwarded to the University within two (2) weeks following conclusion of the student's internship experience.
- 18. To maintain communication with the Concordia University Director of Athletic Training regarding the student's progress and any concerns or problems that may arise, and to advise the University, of any serious deficiency noted in any ability of the assigned student intern progress toward achievement of the stated objectives of the internship experience. The Internship Coordinator and the Faculty Supervisor shall devise a plan by which the student may be assisted to achieve the stated objectives. The Internship Coordinator shall identify in detail the strengths exhibited by the student during the internship period as well as those areas where improvement is required.
- 19. To have and reasonably exercise the right to terminate any student intern whose health or performance is detriment to student well being or to achievement of the stated objectives of the internship experience. Prior to such termination, the Facility shall notify the Faculty Supervisor in writing of any health or performance concerns it may have about a student.
- 20. To support continuing education and professional growth and development of staff who are responsible for student supervision.
- 21. To comply with all U.S. Federal and State, as well as local laws and ordinances concerning the confidentiality of student records.

D. General Terms and Conditions

- 1. The parties hereto agree that the University's students are fulfilling specific requirements for internship experiences as part of a degree requirement, and therefore the University's students are not considered employees or agents either the University or the Facility for any purpose, including Worker's Compensation or employee benefit programs.
- 2. The parties hereto shall indemnify and hold each other harmless from any and all claims, losses, damages or injuries to persons or property, and all costs, expenses and reasonable attorneys' fees incurred in connection therewith, caused by the negligent or intentional acts of the indemnifying party, its agents or employees arising out of the performance of this agreement.

- 3. Without limiting the indemnification obligations stated above, each party to this agreement shall provide and maintain at its own expense a program of insurance covering its activities and operations hereunder. Such a program of insurance shall include, but not be limited to, comprehensive general liability and professional liability. The general liability insurance shall have a minimum coverage of US \$1,000,000. The professional liability insurance shall carry a single limit of not less than US \$1,000,000 per occurrence and US \$3,000,000 aggregate. Students shall be required to purchase and maintain in effect professional liability insurance in amounts equal to that required of the parties hereto. Upon written request, either party shall provide the other with a certificate evidencing such coverage. If such request is for the students' coverage, the certificate shall be requested of, and provided by, the University.
- 4. This agreement may be revised or modified by written amendment when both parties agree to such amendment.
- 5. This agreement shall not create any rights, including without limitation third party beneficiary rights, in any person or entity not a party to this agreement.
- 6. If either party wishes to terminate this agreement, ninety (90) days written notice shall be given to the other party, provided that any such termination by the Facility shall not be effective as to any student who was participating in the program at the date of mailing said notice, until such student has completed the program.

E. Assignment

This agreement or any part hereof shall not be assigned or otherwise transferred by any party without the prior written consent of the other parties. Any assignment attempted without such consent shall be void.

F. Modifications

No modifications or waiver of any of the terms and conditions of this Agreement shall be effective unless such modification or waiver is expressed in writing and executed by each of the parties hereto.

G. Relationship of Parties

The parties are acting herein as independent contractors and independent employers. Nothing herein contained shall create or be constructed as creating a partnership, joint venture, or agency relationship between any of the parties and no party shall have the authority to bind another party in any respect.

H. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

I. Entire Agreement

This Agreement and its Exhibits shall constitute the final, complete and exclusive written expression of the intentions of the parties hereto and shall supersede all previous communications, representations, agreements, promises or statements, either oral or written, by or between either party. This Agreement may be amended only in writing signed by each of the parties hereto.

Executed this	day of	, 20
FACILITY:		
Coast Communi	ty College District:	·
By {print name}	:	
Official Title:		
Athletic Directo	r:	
By {print name}	:	
Official Title: _		
UNIVERSITY:		
Concordia Univ	ersity:	
By {print name}	:	<u>. </u>
Official Title:		



APPLICATION SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into on MAY 16, 2012 between PrestoSports ("Licensor"), with its principal place of business located at 451 Hungerford Drive, Suite 608, Rockville, MD 20850, and Coast Community College District ("Licensee"), with its principal place of business located at 1370 Adams Avenue, Costa Mesa, California, 92626, and shall be effective as of MAY 17, 2012 (the "Effective Date").

RECITALS

WHEREAS, Licensor is engaged in the business of providing access to Software and Licensor's Application Server:

WHEREAS, Licensee desires to retain Licensor to perform the services provided for in this Agreement.

NOW, THEREFORE, Licensor and Licensee agree as follows:

1. Grant of License

Subject to the terms and conditions herein, Licensor hereby grants Licensee a nonexclusive license to (i) access and execute PrestoSports (the "Software") on Licensor's hardware and software used to provide the Software (the "Application Server") over the Internet, and (ii) transmit data related to Licensee's use of the Software over the Internet.

2. Use and Access

- a. Subject to the restrictions on use as set forth herein, Licensee will have access to the Software and Application Server for the purpose of using the Software for its intended purpose and in accordance with the specifications set forth in any documentation relating to the Software provided by Licensor. Such use and access will be continuous on a 24/7 basis except for interruptions by reason of maintenance or downtime beyond Licensor's reasonable control.
- b. Licensee will use the Software only for its internal business operations and will not permit the Software to be used by or for the benefit of anyone other than Licensee. Licensee will not have the right to re-license or sell rights to access and/or use the Software or to transfer or assign rights to access or use the Software, except as expressly provided herein. Licensee may not modify, translate, reverse engineer, decompile or create derivative works based upon the Software. Licensee agrees to use the Software in a manner that complies with all applicable laws, including copyright and other intellectual property laws. Licensor expressly reserves all rights not expressly granted to Licensee herein.
- c. Licensee will not: (i) transmit or share identification or password codes to persons other than authorized users, (ii) permit the identification or password codes to be cached in proxy servers and accessed by individuals who are not authorized users, or (iii) permit access to the Software through a single identification or password code being made available to multiple users on a network.
- d. See Exhibit A for information on storage and bandwidth limitations.



3. Price and Payment

- a. Licensee will pay Licensor the fees for the license of the Software and access to Licensor's Application Server as set forth in Exhibit A.
- b. The fees for the license of the Software do not include taxes. If Licensor is required to pay or collect any federal, province, state, local, or value-added tax on any fees charged under this Agreement, or any other similar taxes or duties levied by any governmental authority, excluding taxes levied on Licensor's net income, then such taxes and/or duties will be billed to and paid by Licensee immediately upon receipt of Licensor's invoice and supporting documentation for the taxes or duties charged.

4. Technical Support

Technical support is described in detail on the attached Exhibit B (Service Level Agreement).

5. Term and Termination

- a. The initial term of this Agreement will commence on the Effective Date and will continue for a period of one (1) year.
- b. Agreement will automatically renew for two additional one (1) year periods unless Licensee gives notice to Licensor within ninety (90) days of expiration.
- c. Either party may terminate this agreement for material breach, provided, however, that the terminating party has given the other party at least twenty-one (21) days written notice of and the opportunity to cure the breach. Termination for breach will not preclude the terminating party from exercising any other remedies for breach.
- d. Either party may terminate this Agreement (i) immediately upon written notice to the other party if either party shall become bankrupt or insolvent as evidenced by applicable governmental filings; or (ii) upon mutual written agreement of the parties.

6. Ownership of Intellectual Property

Title to any proprietary rights in the Software and Licensor's website will remain in and be the sole and exclusive property of Licensor. Licensee will be the owner of all content created and posted by Licensee.

7. Confidentiality

a. Both parties acknowledge that in the course of performing under this Agreement and providing or receiving information pertaining to this Agreement each party may learn or receive certain confidential and proprietary information relating to the other party's business and other operations, policies, procedures, financial information, computer systems and materials memorializing such information ("Confidential Information"). Licensee specifically acknowledges that the Software and other data on Licensor's Application Server embodies logic, design and coding methodology that constitute Licensor Confidential Information. Licensor specifically acknowledges that all data

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Licensee's Initials: _____



pertaining to Licensee disclosed to Licensor in connection with the performance of this Agreement and residing on Licensor's Application Server constitutes Licensee Confidential Information. During the period this Agreement is in effect and at all times after its termination, each party and its employees and agents shall maintain the confidentiality of the other party's information and not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement. Each party agrees to take at least such precautions to protect the other party's Confidential Information as it takes to protect its own Confidential Information. Each party shall retain sole ownership of its own Confidential Information.

b. This obligation does not apply to information that: (i) is or becomes, through no act or failure to act on the part of the disclosing party, generally known or available; (ii) is already known by the receiving party at the time of receiving such information as evidenced by its written records; (iii) is hereafter furnished to the receiving party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving party as evidenced by its written and dated records and without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing party. In addition, disclosure of Confidential Information will not be precluded if such disclosure: (i) is in response to a valid order of a court or other governmental body of the United States; (ii) is otherwise required by law; or (iii) is otherwise necessary to establish rights or enforce obligations under this Agreement, but only to the extent that any such disclosure is necessary.

8. Warranty and Disclaimer

Licensor warrants that the Software is developed and will perform in conformity with generally prevailing industry standards. Licensee must report any material deficiencies in the Software to Licensor in writing within thirty (30) days of Licensee's discovery of the defect. Licensor's exclusive remedy for the breach of the above warranty will be for Licensor to provide access to replacement Software within a commercially reasonable time. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. DEVELOPER EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES.

9. Limitation of Liability, Indemnification

Except if damages are due to the negligence or other wrongdoing of party, neither party will be liable to the other for special, indirect or consequential damages incurred or suffered by the other arising as a result of or related to this Agreement, performance hereunder or the use of the Software, whether in contract, tort or otherwise, even if the other has been advised of the possibility of such loss or damages. Each party will indemnify and hold harmless the other party against any claims incurred by such party arising out of or in conjunction with a breach of this Agreement by the indemnifying party, as well as all reasonable costs, expenses and attorneys' fees incurred therein. Except if damages are due to the negligence or other wrongdoing of party, each party's total liability arising as a result of or related to this Agreement,

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performance hereunder or the use of the Software, regardless of cause or theory of recovery, shall not exceed the total amount of fees paid by Licensee to Licensor during the twelve-month period immediately preceding the occurrence, act or omission giving rise to the claim.

10. Relation of Parties

Nothing in this Agreement will create or imply an agency relationship between the parties, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties.

11. Non-assignment

Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party, and such consent will not be unreasonably withheld; provided, however, that Licensor may assign this Agreement as part of a transfer of substantially all of its business and assets related to performance of this Agreement. This Agreement will inure to the benefit of, and be binding upon the parties hereto, together with their respective legal representatives, successors, and assigns, as permitted herein.

12. Arbitration; Governing Law

The parties shall settle any controversy arising out of this Agreement by arbitration in Orange County, California, in accordance with the rules of the American Arbitration Association. A single arbitrator shall be agreed upon by the parties or, if the parties cannot agree upon an arbitrator within thirty (30) days, then the parties agree that a single arbitrator shall be appointed by the American Arbitration Association. The arbitrator may award attorneys' fees and costs as part of the award. The award of the arbitrator shall be binding and may be entered as a judgment in any court of competent jurisdiction.

The parties agree that this Agreement and any dispute hereunder will be governed by and construed and interpreted in accordance with the laws of the State of California, excluding any choice-of-law principles that would permit application of the laws of a jurisdiction other than such state. The courts of California will have the authority to grant injunctive relief and specific performance to enforce the terms of this Agreement.

13. Severability

If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

14. Waiver and Modification

The waiver by any party of any breach of covenant will not be construed to be a waiver of any succeeding breach or any other covenant. All waivers must be in writing, and signed by the

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Phone: 301-789-1807	Email: info	nanrestasr	orts com	



party waiving its rights. This Agreement may be modified only by a written instrument executed by authorized representatives of both parties hereto.

15. Web Hosting Acceptable Use Policy

Web hosting and acceptable use policy is described in detail on the attached Exhibit C (Web Hosting Acceptable Use Policy).

16. Survival

The provisions of this Agreement which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality, indemnification and limitation of liability, shall survive expiration or termination of this Agreement.

17. **Entire Agreement**

Provider: PrestoSports

This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, negotiations, representations or communications relating to the subject matter. Both parties acknowledge that they have not been induced to enter into this Agreement by any representations or promises not specifically stated herein.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

Provider: PrestoSports	Client: Coast Community College District		
Ву:	Ву:		
Print Name: Serge Kay stacks	Print Name: Jim Moreno		
Title: (E)	Title: President, Board of Trustees		
Date: 4/30/2012	Date:		
•	•		

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Licensee's Initials: ___



EXHIBIT A: SERVICES AGREEMENT

PREAMBLE

This Services Agreement accompanies an Application Services Agreement (the "Agreement") that has been executed by the parties. All statements contained in this Services Agreement are subject to the terms and conditions set forth in such Agreement. The terms and conditions set forth in the Agreement control in the event of any inconsistency between such terms and conditions and the matters set forth in this Services Agreement.

1. Project Background

Licensor will redesign and host the athletic website of Coast Community College District for three (3) years (with auto-renewals) using the PrestoSports software. The PrestoSports software is a content management system tailored for the needs of athletic organizations. It will allow athletic staff to manage an athletic website using a simple administrative website.

2. Scope

Schedule	Description
Phase I Planning	 Introduction to PrestoSports admin system (Licensor)
(Two weeks)	 Schedule design call date and time (Licensor and Licensee)
· i	 Conduct design call (Licensor and Licensee)
	Review and approve design notes (Licensee)
	Upload necessary images (Licensee)
	DNS (Licensor and Licensee)
Phase II Artistic Design	Default and training sites shared (Licensor)
(Two weeks)	 Review of design revisions (three (3) - rounds) and approval (Licensee)
	 For each rendition share with client new design (Licensor)
	 Training (Licensor and Licensee) - training sessions are unlimited; will occur upon request by Licensee
	 Data migration (Majority to be handled by Licensor with input from Licensee)
Phase III - Website Breakdown	 Continued data migration and training (see above)
(Two weeks)	Page set up for non-sport pages (Licensor)
	Site breakdown and implementation of features (Licensor)
Phase IV - Review and QC	Continued data migration and training (see above)
(Two weeks)	Register URL to search engines (Licensor)
	Implement any unique features (Licensor)
	QC on site (Licensor)

NOTE: Timeframes noted above are estimates

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	Fmail: info@prestosports.com	



3. Project Deliverables

- a. Site setup.
- b. Website graphic design, including two rounds of proofs. Any additional proofs requested will incur an additional cost of \$1,000 per round.
- c. Hosting of athletic website with up to 5 GB of space.
- d. Three (3) user accounts to manage the athletics website.

4. Costs

Year 1 AUGUST 1, 2012-JULY 31, 2013

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$4,000.00
TOTAL	\$4,000.00

Renewal Year 2 August 1, 2013-July 31, 2014

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$4,000.00
TOTAL	\$4,000.00

Renewal Year 3 August 1, 2014-July 31, 2015

Feature	Cost
PrestoSports website hosting and standard features including but not limited to Content Management System, email marketing tool, mobile site, online forms, video player(s) embedded into site, FanZone, 24/7 support, and upgrades to platform upon availability	\$4,000.00
TOTAL	\$4,000.00

5. Overages

Licensee is allocated five (5) GB of space on the Application Server for storage of data necessary for use of the Software. In addition, licensee is provided bandwidth transfer capacity of fifty (50) GB/month. The cost for exceeding the storage allocation is \$50.00 per year per one (1) GB of space. The cost for exceeding the bandwidth transfer capacity is \$1.00 per GB of overage per month. If Licensee exceeds its storage or bandwidth limit, Licensor must notify Licensee by mail and email that it has exceeded the allowed storage or bandwidth limit.

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Phone: 301-789-1807	Fmail: info@prestosports.com	



Licensee will have 30 days from the date of the notice to address their data size or bandwidth usage before incurring any overage costs.

Additionally, Licensee is granted ten (10) GB of storage space on the new media server for storage of video and podcast files (.flv or .mp3). In addition, Licensee is provided with a monthly transfer of two hundred and fifty (250) GB/month specifically for video playback and podcasting.

6. Invoices

All invoices for the total contract year value will be sent on August 1 of the contract year.

7. Payment

Payment is due thirty (30) days after date of invoice. Licensee may not withhold any amounts due hereunder and Licensor reserves the right to cease work without prejudice if amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable legal fees) and will bear interest at the rate of one and a half (1.5) percent per month or fraction thereof until paid.

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850 Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials:



EXHIBIT B: SERVICE LEVEL AGREEMENT

This Service Level Agreement ("Agreement") sets forth the details regarding the level of service and technical support that apply when Licensee's account is in good financial standing.

1. Downtime

- a. For purposes of this Agreement, a Unit of Downtime is one period of at least one (1) hour during which access to Licensee's website is unavailable because of problems with hardware or system software. Downtime does not include (i) problems caused by factors outside of Licensor's reasonable control, (ii) problems resulting from any actions or inactions by Licensee or any third party, (iii) problems resulting from Licensee's equipment and/or third party equipment not within Licensor sole control, or (iv) network unavailability during scheduled maintenance of Licensor network and/or web servers.
- b. In any calendar month, Licensor guarantees that Downtime will not exceed four (4)
 Units of Downtime excluding, however, regularly scheduled maintenance. Any regularly scheduled maintenance will be performed during the hours of 2am & 8 am EST.
 Licensor works to ensure the functioning of all web servers through continuous monitoring by Licensor's staff.
- c. If Downtime exceeds four (4) Units of Downtime in any calendar month, Licensor will, upon Licensee's written request, credit Licensee's account (a "Downtime Credit") in an amount equal to the pro-rata price for one (1) day of service, for each instance of Downtime as that term is defined herein.
- d. To receive Downtime Credit, Licensee must request such credit by sending an email to support@prestosports.com within seven (7) days after the occurrence of Downtime. The aggregate maximum number of Downtime Credits to be issued for any and all instances of Downtime occurring in a single calendar month will not exceed seven (7). Downtime Credits will be applied upon issue of the first invoice following the request for Downtime Credit, unless the Downtime occurs in Licensee's final month of service. In such case, a refund for the dollar value of the Downtime Credit will be mailed to Licensee within thirty (30) days of the expiration of Licensee's service agreement.

2. Technical Support

A member of Licensor's technical support help desk staff will be available to assist Licensee with problems and questions regarding the hosting services. Licensor will supply telephone and/or email support to Licensee regarding the hosting services 8 am & 5 pm ET. Additional on-call support is given to Licensee during non-business hours, nights, weekends and all holidays.

Licensee may contact Licensor's technical support help desk via email at support@prestosports.com, or by telephone at 301.656.5504. Licensor may, from time to time, develop additional methods for Licensee to contact the help desk, and will make information regarding such methods available at Licensor's website.

451 Hungerford Drive,	Suite 608, Rockville, Maryland 20850	Licensee's Initials:
Phone: 301-789-1807	Email: info@prestosports.com	



EXHIBIT C: WEB HOSTING ACCEPTABLE USE POLICY

This Acceptable Use Policy sets forth guidelines relating to the types of content that Licensee may upload to the website under Licensee's agreement with Licensor for web hosting services (the "Services"). Licensor may remove any materials that, in its sole discretion, may be illegal, may subject it to liability, or which may violate this Acceptable Use Policy. Licensor will cooperate with legal authorities in the investigation of any suspected or alleged crime or civil wrong arising from any use of the Services. Licensee's violation of this Acceptable Use Policy may result in the suspension or termination of either Licensee's access to the Services and/or Licensee's account or other actions as detailed in the Application Service Agreement.

1. Acceptable Use

The following constitute violations of this Acceptable Use Policy:

- a. Using the Services to transmit or post any material that contains or contains links to nudity, pornography, adult content, sexual content, or extreme violence.
- b. Using the Services to transmit or post any material that, intentionally or unintentionally, violates any applicable local, state, national or international law, or any rules or regulations promulgated there under.
- c. Using the Services to harm, or attempt to harm, minors in any way.
- d. Using the Services to transmit or post any material that harasses, threatens or encourages bodily harm or destruction of property.
- e. Using the Services to make fraudulent misrepresentations or offers including but not limited to offers relating to "pyramid schemes" and "Ponzi schemes."
- f. Using the Services to access, or to attempt to access, the accounts of others, or to penetrate, or attempt to penetrate, security measures of Licensor or another entity's computer software or hardware, electronic communications system or telecommunications system, whether or not the intrusion results in the corruption or loss of data.
- g. Using the Services to transmit or post any material that infringes any copyright, trademark, patent, trade secret or other proprietary rights of any third party, including, but not limited to, the unauthorized copying and/or distribution of copyrighted material, the digitization and distribution of photographs from magazines, books, music, video or other copyrighted sources, and the unauthorized transmittal of copyrighted software.
- h. Using the Services to collect, or attempt to collect, personal information about third parties without their knowledge or consent.
- Reselling the Services without the prior written authorization of Licensor.

151 Hungerford Drive,	Suite 608, Rockville, Maryland 20850	Licensee's Initials:
Phone: 301-789-1807	Email: info@prestosports.com	



- j. Using the Services to send (unsolicited commercial email) spam.
- k. Using the Services for any activity that adversely affects the ability of other people or systems to use the Services or the Internet. This includes but is not limited to "denial of service" (DoS) attacks against another network host or individual user. Interference with or disruption of other network users, network services or network equipment is prohibited.
- 2. Reporting of Violations of This Acceptable Use Policy

Licensor requests that anyone who believes that there has been a violation of this Acceptable Use Policy to immediately send an email detailing such violation to support@prestosports.com.

3. Revisions to This Acceptable Use Policy

Licensor may revise, amend or modify this Acceptable Use Policy at any time and in any manner.

451 Hungerford Drive, Suite 608, Rockville, Maryland 20850 Phone: 301-789-1807 Email: info@prestosports.com

Licensee's Initials: _____

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SOUTHER CAUFORNIA CHAMPIONSHIPS

CITY OF COSTA MESA SPECIAL EVENTS

APPLICANT INSTRUCTIONS

Thank you for selecting the City of Costa Mesa as the site for your event. In order to process your application as quickly as possible, the application and attached checklist must be thoroughly completed and returned to the Finance Department a minimum of 15 working days prior to the date of the proposed event. It is recommended that you file your completed application at least thirty (30) calendar days prior to the event to accommodate unforeseen circumstances. Applications filed less than sixty (60) calendar days prior to the proposed event shall not be subject to appeal to the city council and the decision of the director shall be final. Your application, checklist and application fee (\$425.00 non-refundable) will constitute a completed application unless you are provided written notification of an incomplete application by City staff within 3 days of submission.

After your application has been evaluated by City staff, you will be given specific instructions and time limits in which you must submit any additional information or documents to complete your special event application. Late applications may result in denial of a Special Event Permit. Please complete the Special Event Application including the Special Event Checklist (attached) and return the completed documents to the Costa Mesa Finance Department.

Appeals:

Applicants whose applications for a permit has been denied or has been granted conditionally may appeal such decision by filing an appeal with the city clerk in accordance with Title 2, Chapter XI of the Costa Mesa Municipal Code, unless the applicant has not allowed sufficient time to appeal to the city council pursuant to Section 9-208(b). The applicant, by written request, may waive the time limits for the hearing on appeal to the city council except the time within which an appeal may be applied.

- I. IF YOUR EVENT IS PLANNED FOR A CITY PARK OR FACILITY YOU MUST SUBMIT A SIGNED TEMPORARY FACILITY PERMIT FROM THE RECREATION DIVISION BEFORE A SPECIAL EVENT APPLICATION WILL BE PROCESSED.
- II. ONCE YOUR APPLICATION HAS BEEN REVIEWED BY CITY STAFF, YOU WILL BE NOTIFIED OF ITS STATUS AND ANY ADDITIONAL DOCUMENTATION THAT MAY BE REQUIRED. ADDITIONAL REQUIREMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO THE FOLLOWING:
 - An insurance certificate and policy endorsement naming the City of Costa Mesa as an additional insured, and in an amount not less than \$1,000,000 (one million dollars), or in an amount determined by the City of Costa Mesa Risk Manager;
 - 2. A City of Costa Mesa "Hold Harmless and Indemnity Agreement" signed by the applicant;
 - 3. A City of Costa Mesa "Waiver and Release of Liability" signed by the applicant;
 - 4. If your event will require the closure of any portion of City roadways (i.e., partial lane closures or complete road closures), you will be required to:
 - a. Submit a map and traffic control plan showing road and lane closures, delineation, and detour routes;
 - **b.** Provide a copy of the notifications to be sent to the persons or businesses affected by the street closure
 - c. Enter into a Police Services Contract to hire Police personnel for the purposes of traffic control and/or crowd control;

APPLICANT INSTRUCTIONS - Continued

- 5. Provide a site plan showing the location of any structures (i.e., bleachers, tents, etc.), electrical, plumbing, and sanitation plans;
- **6.** Provide structural plans of any structures (i.e., bleachers, stages, platforms, etc.) to be reviewed by the City Planning and/or Building Department;
- 7. If City of Costa Mesa Personnel / Resources are to be used, you will be required to sign an agreement for the use of City Services. In addition, you will be required to prepay certain fees and / or provide the city with a surety bond prior to the start of your event.

III. <u>A COPY OF THE CITY'S STANDARD CONDITIONS IS ATTACHED</u>. These standard conditions are the minimum conditions that will apply to all applicants. However, depending on the event additional conditions may be imposed in accordance with the City's Special Event Ordinance.

Because your application may be reviewed by several departments within the City of Costa Mesa, it is important that you meet all of the time requirements and include all of the necessary documents when submitting your application. You will be notified when your permit has been approved.

The following list of department contacts is provided for your assistance:

CITY OF COSTA	A MESA
DEPARTMENT:	PHONE NUMBER:
Administrative Services - Recreation	(714) 754-5300
Administrative Services - Risk Management	(714) 754-5359
Development Services- Building Safety	(714) 754-5273
Development Services - Planning	(714) 754-5245
Finance – Business Permits	(714) 754-5064
Fire – Fire Prevention	(714) 327-7400
Police Department – Special Events	(714) 754-4963
Public Services – Engineering	(714) 754-5323
Public Services - Maintenance Services	(714) 754-5123
Public Services – Transportation Services	(714) 754-5335

Again, thank you for selecting the City of Costa Mesa as the site for your event. We hope that your experience with the City of Costa Mesa will be a positive one, and you will plan events again with us in the future.

SPECIAL EVENT APPLICATION

ALL APPLICATIONS MUST BE ACCOMPANIED BY SITE PLANS AND VICINITY MAPS

Please complete the following application regarding the event you are proposing:

DATE OF APPLICATION:		1	CHARGE ON DA		VENT:			
ASSIGNATION NAME:	(AOT)		D Och		ייסטו פי	Trei en le	SAUE ARREST	
APPLICANT'S NAME:	(LAST)	(FIRST)		(17)	IIDDLE)	IELEPHO	NE NUMBER: 1	:
APPLICANT'S ADDRESS:			10	CITY:			STATE:	ZIP CODE:
ALI FIOURI O VIDOLIFICO.				J1			JOINIE.	211 0001.
ALTERNATE CONTACT:	(LAST)	· (FIRST)		(M	IDDLE)	TELEPHO	NE NUMBER:	<u> </u>
	·	•	•	•		1	1	,
FULL TRUE NAME OF BUS	SINESS CONDUCT	ING/HOSTING EVENT				TELEPHO	NE NUMBER:	
						1	ì	,
BUSINESS ADDRESS				CITY:	***************************************		STATE:	ZIP CODE:
				1				
ADDRESS OF EVENT:				<u> </u>			UNIT NUMBE	ER:
APPROVED BUILDING USE	E:		TYPE O	FSTRU	CTURE:		1	
TYPE OF EVENT:		<u> </u>	***************************************		***************************************	<u></u>	**************************************	
Cross Country	running	event						
EVENT START DATE:	EVENT START	TIME: EVENT	END DATE:	1	VENT END		1	
11/03/12	8:00an	~ 111	103/112	<u>'-</u>	2:00	pm		
SET UP START TIME:	SET UP END TI	IME: TEAR DO	OWN START T	IME: T	EAR DOW	N END TIME:		ME OF EVENT:
6:00 am	8:00 av	m lie	sopm		2:00	pm	Hours	8 hrs.
1. TYPE OF EVENT:						•		
Southern Calibo	rnia Commi	unity College (Cross Cour	w.t.	/ haus	- mach wa	<i>c</i>	
2. DESCRIBE PLANNED	ACTIVITIES:			"	CHAM	010 111 -1 11/3	7	
1		.11 1 /1	_	مد	_	٠, ١,	_	•
Ovange Coast	College w	Ill host the	- 2012 5	outher	rn cal	bornia	Commu	11 px
Collège Cross C	Country Ch	courtins	Two	races	(Men)	ر بده مناصل و	Y are co	Laduled
		**************************************	THE RESERVE THE PARTY OF THE PA		<u> </u>	7	<u> </u>	
For Sahurday A	12.11 219							
		T. COTALTED # Of	= : :=: "OLEO 1:		-107			PEOLIPE
3. ESTIMATED # OF PER	SONS AT EVENT:	4. ESTIMATED # OF	F VEHICLES A	TEVENI	5. ESI	'IMATED # O⊱ I	PARKING SHA	ICES REQUIREU:
500	!	100				100		
6. LOCATION OF EVENT		•						
E in View	Dark Co	sta diega	41A					
/air view	Tain, w.	io mesa	CM					
7. WILL ALL OR A PORT	TION OF THE EVE	NT OCCUR ON PRIVA	ATE PROPERT	Y WITH	N THE CIT	TY OF COSTA	MESA? TYE	S NO. IF YES
WHERE?								<i>y</i>
8. HAVE YOU OBTAINED	WOITTEN ADDOC	WALEBOATHE OWN	EDS EOD THE	HISE OF	THE DOO	DEDTY FOR T	UE EVENITO	TVESTINO
If YES, attach a copy of the			END FOR THE	USE OI	INETHO	FERRIT FOR 12	JE EACHALL C) LES [] MO
If NO, you must file written a	approval with the Co	osta Mesa Police Depar		Special 1	Event Perm	nit will be issued	J. Please write	your name, date of
the event, and the Special E	Event Application nu	umber on the written apr	proval.	· Myrc		SEC MATERI		
9. WILL THERE BE FIRST	AID OH EMEHGE	NCY AID STATIONS A	TTHE EVENT	YES	i 📙 NO. IF	YES, WHEHE	?	
Start and f	Finish /me	of the eve	nt			-		
10. WILL FOOD OR ALCO	SHOLIC BEVERAG	ES' BE SERVED OR S	OLD AT THE E	VENT?	YES	NO. IF YES, D	ESCRIBE:	
					デ	1		
*Note: Alcohol is prohibited	i on City proparty or	vocant for incide at the Al	laiabhadhaad Cr	ommunit	Contor			
I MOTO: VICALIOLIS DECURDITAR	TOU CITY DISPORTS OF	ייים פון וטו וווסועם מו וווט ואי	aidurounoon (v	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	/ Center			

11. HAVE YOU OBTAINED A PERMIT FOR THE SAL ISSUED PERMITS?	E OF FOOD OR ALCOHOL? Y	ES NO IF YES, WHAT GOVERNMENTAL AGENCIES
12. WILL ANY ANIMALS BE DISPLAYED / EXHIBITED	AT THE EVENT? TYES TO NO. IF	YES, DESCRIBE:
13. WILL ANY STRUCTURES (i.e., tents, booths, stage College feares will use fear		TYES [NO. IF YES, DESCRIBE:
rain		
14. WILL THERE BE ANY SOUND AMPLIFICATION E	QUIPMENT BE AT THE EVENT? [_]	YES MI NO. IF YES, DESCRIBE:
15. WILL THERE BE MONITORS OR SECURITY PER	SONNEL AT THE EVENT? YES [NO. IF YES, DESCRIBE NUMBER AND DUTIES:
About 25 Jojunkeers	will be manitoring	g parking lot and running
COUTSE	E CALCO AT VOUD EVENT HAVE	VOLUMENTAL DISTANCE A CUTY OF COOTA MEDA DURINGO
LICENSE? YES NO. IF YES, PLEASE PROVIDE THE DATE		YOU OBTAINED A CITY OF COSTA MESA BUSINESS NUMBER:
LICENSE #: DATE	ISSUED:/	DATE EXPIRED:
	REET OR RIGHT-OF-WA	IT, FOOT RACE, OR OTHER ACTIVITY Y OR REQUIRE A FULL OR PARTIAL TION.
17. ASSEMBLY TIME 18. START TIME OF EV	ENT: 19. ASSEMBLY LOCATION:	
20. ESTIMATED DURATION OF EVENT: 21. DISB	ANDING LOCATION:	
21. PRE-APPROVED ROUTE LOCATION		
22. DESCRIBE VEHICLES / FLOATS (i.e., how many s	ize, powered by):	
23. NUMBER AND TYPE OF MARCHING UNITS IF AP	PLICABLE:	
		INTERVALS OR SPACING IN FEET BETWEEN UNITS:
24. ANY PARADE ANIMALS? YES NO. IF YES, I	DESCRIBE:	

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DECLARATION				
I, the undersigned, declare upon penalty of perjury that the above information listed within this City of Costa Mesa Special Event Permit Application is true and correct to the best of my knowledge. I further understand that knowingly providing any false information is cause for the immediate denial of a Special Event Permit, the suspension of a Special Event Permit if one has already been issued, and / or the denial of future Special Event permits being issued. I understand that in the event of a major incident, my event may be postponed or terminated for the sake of public safety and welfare (e.g., major crime incident, fire, flood, or any act of God). I have attached the following documents to this application that are, to the best of my knowledge, true and correct.				
☐ Completed Application	☐ Certificate of Insurance & Additional Insured Endorsement	Commercial Liability Certificate		
☐ Signed Indemnification Agreement	Parade Route	☐ Map and Traffic Control Plan		
☐ Signed Waiver & Release of Liability	☐ Completed Checklist	☐ Trash/Litter Collection and Off-site Disposal Plan		
☐ Copies of notifications to OCFD, OC Transit District, Local Businesses, Churches, and Residents if applicable		Structural plans of any structures (i.e., bleachers, stages, platforms, etc.) to be reviewed by City.		
(NAME OF APPLICANT)	(SIGNATURE OF APPLICANT)	(DATE SIGNED)		
MARCO OCHOR (NAME OF EVENT ORGANIZER)	Marco Ochoc (SIGNATURE OF EVENT ORGANIZER	(DATE SIGNED)		

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SPECIAL EVENT ITEM CHECKLIST

Please check each item that will be present at your event, and provide a brief description of each item checked "YES".

ITEM	YES/NO	PLEASE DESCRIBE ALL ITEMS CHECKED YES:
ANIMALS	□ Y 🛛 N	
ALCOHOLIC BEVERAGES	□Y⊠N	
AUTOMOBILES / TRUCKS	□Y⊠N	
BICYCLES / FOOT RACES	∇Y□N	Southern Calibornia Comm. College Cross Country Championships
BUILDINGS / STRUCTURES	_ L X ⊠ N	
BOOTHS / STANDS	□Y¤N	
CAMPGROUNDS / RV AREAS	□YVN	
CONCESSIONS	□Y⊠N	
DANCE / PARTY / CONCERT	□Y⊠N	
ELECTRICAL / PLUMBING / MECHANICAL	□Y⊠N	
EMERGENCY ACCESS REQUIRED	□ Y 🖾 N	
FLAMMABLE MATERIALS	□YØN	
FOOD SUPPLIES / SALES	□ Y X N	
LIGHTING / ILLUMINATION	□ Y X N	·
MEDICAL / FIRST AID STATIONS	⊠Y □N	First Aid Station . Athletic Trainers will be buted at sturing + Finish Parling Gor Colece teams and spectators
PARKING	¤Y□N	Parling for College teams and speckaturs
POLICE / SECURITY PROTECTION	□ Y X N	
POLICE / TRAFFIC CONTROL	□ Y X N	
PYROTECHNICS (FIREWORKS)	□ Y 🛛 N	·
RIDES - CARNIVAL / MECHANICAL	□ Y 🖾 N	
SANITATION	X A □ N	Partrable foilets will be provided
SIGNS / BANNERS	□ Y X N	
STREET / LANE CLOSURES	□ Y⊠ N	
TENTS / CANOPIES	YUN	Tents and Canopies will be used by hears for protection
CITY PROPERTY OR FACILITY USED	X Y □ N	Fairview Park
WATER SUPPLY USED OR AFFECTED	□ Y X N	

INDEMINITY AGREEMENT

Orange Coast College (applicant/organizational name) agrees to indemnify, defend (at City's option) and hold harmless the City of Costa Mesa, its officials, employees, representatives, and volunteers from any and all claims, demands, defense costs, liabilities or consequential damages of any kind or nature which rise out of the use of Fairview Park in connection with the Southern California Community College Cross Country Championships which will take place in Costa Mesa, California on November 3, 2012, except where such claims, demands, defense costs, liabilities or consequential damages are caused by the negligent or wrongful acts of the City of Costa Mesa, its officers, agents and/or employees. This agreement includes any liabilities that may arise out of the use of booths, concessions or any other activities conducted, set up and/or used by all applicants during the event, including non-members or guests of Orange Coast College.

Date:	Authorized representative for:
	Signature
	<u>Jim Moreno, President, Board of Trustees</u> Print Name and Title
	Coast Community College District Name of Organization

WAIVER AND RELEASE OF LIABILITY

I am the authorized representative of the applicant and responsible organization Orange Coast College for the Southern California Community College Cross Country Championships (hereafter "event") to be held November 3, 2011 at Fairview Park in Costa Mesa, California.

The Organization here by ASSUMES ANY AND ALL RISKS associated with the event including but not limited to injuries sustained by participant arising out of strenuous physical activity or exertion; striking or being struck by objects, vehicles or persons; uneven or defective roadway surfaces; exposure to heat, cold or humidity.

The Organization APPRECIATES AND VOLUNTARILY ELECTS TO ACCEPT ALL RISKS connected with the event and any property directly adjacent or appurtenant to the event location.

THE ORGANIZATION HEREBY FOR ITSELF OR ANYONE WHO MIGHT CLAIM ON ITS BEHALF AGREES NOT TO BRING ANY CLAIM AGAINST THE CITY OF COSTA MESA AND WAIVES, RELEASES ANDDISCHARGES THE CITY OF COSTA MESA, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AN ALL LIABILITY FOR PERSONAL INURY, DEATH OR PROPERTY DAMAGE EXCEPT FOR LIABILITY ARISING OUT OF THE NEGLGENCE OR WRONGFUL ACTS OF THE CITY OF COSTA MESA OR ITS OFFICERS, AGENTS OR EMPLOYEES. THIS RELEASE AND WAIVER EXTENDS TO ALL CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, FORESEEN OR UNFORSEEN, KNOW OR UNKNOWN.

	DING AND CERTIFY MY ACCEPTANCE OF THE ABOVE ORGANIZATION BY MY SIGNATURE ON THIS DATE,
	Authorized representative for:
	Signature
·	Jim Moreno, President, Board of Trustees Print Name and Title
	Coast Community College District Name of Organization

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I HAVE READ THE FOREGOING AND CERTIFY MY ACCEPTANCE OF THE ABOVE PROVISSIONS ON BEHALF OF THE ORGANIZATION BY MY SIGNATURE ON THIS DATE, ______ (date).

Authorized re	presentative	e for:	
Signature			- <u></u>
Jim Moreno, Print Name an	-	Board of	Trustees
Coast Commu		e District	· · · · · · · · · · · · · · · · · · ·

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COAST CLASSIC

CITY OF COSTA MESA SPECIAL EVENTS

APPLICANT INSTRUCTIONS

Thank you for selecting the City of Costa Mesa as the site for your event. In order to process your application as quickly as possible, the application and attached checklist must be thoroughly completed and returned to the Finance Department a minimum of 15 working days prior to the date of the proposed event. It is recommended that you file your completed application at least thirty (30) calendar days prior to the event to accommodate unforeseen circumstances. Applications filed less than sixty (60) calendar days prior to the proposed event shall not be subject to appeal to the city council and the decision of the director shall be final. Your application, checklist and application fee (\$425.00 non-refundable) will constitute a completed application unless you are provided written notification of an incomplete application by City staff within 3 days of submission.

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 - Submit a map and traffic control plan showing road and lane closures, delineation, and detour routes;
 - b. Provide a copy of the notifications to be sent to the persons or businesses affected by the street closure
 - Enter into a Police Services Contract to hire Police personnel for the purposes of traffic control
 and/or crowd control;

APPLICANT INSTRUCTIONS – Continued

- 5. Provide a site plan showing the location of any structures (i.e., bleachers, tents, etc.), electrical, plumbing, and sanitation plans;
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Development Services- Building Safety	(714) 754-5273
Development Services - Planning	(714) 754-5245
Finance – Business Permits	(714) 754-5064
Fire – Fire Prevention	(714) 327-7400
Police Department - Special Events	(714) 754-4963
Public Services – Engineering	(714) 754-5323
Public Services - Maintenance Services	(714) 754-5123
Public Services – Transportation Services	(714) 754-5335

Again, thank you for selecting the City of Costa Mesa as the site for your event. We hope that your experience with the City of Costa Mesa will be a positive one, and you will plan events again with us in the future.

SPECIAL EVENT APPLICATION

ALL APPLICATIONS MUST BE ACCOMPANIED BY SITE PLANS AND VICINITY MAPS

Please complete the following application regarding the event you are proposing:

DATE OF APPLICATION:		PERS	ON IN CHARGE	ON DAY O	F EVENT:	***************************************		
			MARCO FIRST)	AN	TONIO	octto	PΑ	
APPLICANT'S NAME:	(LAST)	. (FIRST)	, , , , , , , , , , , , , , , , , , ,	(MIDDLE)		PHONE NUMBER	-
APPLICANT'S ADDRESS:				CITY			STATE:	ZIP CODE:
ALTERNATE CONTACT:	(LAST)	. (FIRST)	· ·	(MIDDLE)	TELEF	PHONE NUMBER	<u>-</u>
FULL TRUE NAME OF BUS	INESS CONDUCT	ING/HOSTING	EVENT			TELEF	PHONE NUMBER	:
BUSINESS ADDRESS			,	CIT	Y:		STATE:	ZIP CODE:
ADDRESS OF EVENT:				<u> </u>			UNIT NUMBI	EA:
APPROVED BUILDING USE	======================================		T	YPE OF ST	RUCTURE:		I	
TYPE OF EVENT:	Coast Call	ega, Cv	uss Counct	74 TA				
Annual Orange EVENT START DATE:	EVENT START	TIME:	EVENT END DA	TE:	EVENT EN	D TIME:		
69115 112 SET UP START TIME:	SET UP END TI		09/15	112	2:00	pm		
	i	I	TEAR DOWN ST		1 .		1	ME OF EVENT:
1. TYPE OF EVENT:	8:∞ar	'		dadmilion	2:00	3,3 ~ (Hours	8 hvs.
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Bridge Gray William Co. Co.					· · · · · · · · · · · · · · · · · · ·			
							,	
3. ESTIMATED # OF PER	SONS AT EVENT:	4. ESTIMAT	ED # OF VEHIC	LES AT EVI	ENT: 5. EST	TIMATED # C	OF PARKING SPA	CES REQUIRED:
500		10	Č.			100		
6. LOCATION OF EVENT:	O 1	,	•					
Fairview	tark,	Costa	Mesa	CA_				
7. WILL ALL OR A PORT WHERE?	ION OF THE EVE	NT OCCUR OF	N PRIVATE PRO	PERTY WI	THIN THE CI	TY OF COS	TA MESA? 🗌 YE	NO. IF YES
8. HAVE YOU OBTAINED If YES, attach a copy of the if NO, you must file written a the event, and the Special E	written approval to approval with the Co	your application osta Mesa Polic	n. Se Department be					
9. WILL THERE BE FIRST	AID OR EMERGE	NCY AID STAT	TONS AT THE E	VENT?	/ES 🗌 NO. IF	YES, WHE	RE?	
10. WILL FOOD OR ALCO	HOLIC BEVERAGE	ES' BE SERVE	D OR SOLD AT	THE EVEN	T? 🗆 YES 🔀	NO. IF YES	, DESCRIBE:	
*Note: Alcohol is prohibited	on City property ex	cept for inside	at the Neighborh	ood Commu	mity Center			

11. HAVE YOU OBTAINED ISSUED PERMITS?	A PERMIT FOR T	THE SALE OF	N/β	COHOL? [] YI	ES NO IF YES, WHAT GOVERNMENTAL AGENCIES
12. WILL ANY ANIMALS B	E DISPLAYED / EX	HIBITED AT T	HE EVENT?	YES NO. IF	YES, DESCRIBE:
	50 // - A - A - B A		FOROTED AT 1	HE EVENTO	VECTIVO IE VEC DESCRIPE.
College teams	در محار الدن	ris, stayes) be	av avot	ection 6	rong the sun and heart or
-	V-11 Opportunity	10000	, y , , , , , , , , , , , , , , , , , ,		
14. WILL THERE BE ANY S	SOUND AMPLIFICA	ATION EQUIP	MENT BE AT TH	E EVENT?	YES NO. IF YES, DESCRIBE:
- About 25th	² voluntee	rs will	be moni	turing	parking lot and running
COLVERY					
15. WILL THERE BE MONI	TORS OR SECURI	ITY PERSONN	IEL AT THE EVE	NT? YES L	NO. IF YES, DESCRIBE NUMBER AND DUTIES:
LICENSE?					YOU OBTAINED A CITY OF COSTA MESA BUSINESS
YES NO. IF YES, PLE	ASE PROVIDE TH	IE DATE OF IS	SSUANCE AND	THE LICENSE	NUMBER:
ŕ					
LICENSE #:		DATE ISSU		J	DATE EXPIRED: / /
IF YOUR EVENT V	TRUCT A CIT	E A PARA TY STREE MPLETE	ADE, CYCL ET OR RIG THE FOLLO	HT-OF-WA WING SEC	IT, FOOT RACE, OR OTHER ACTIVITY Y OR REQUIRE A FULL OR PARTIAL
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I, the undersigned, declare upon a Costa Mesa Special Event Permit understand that knowingly provide Special Event Permit, the suspense the denial of future Special Event incident, my event may be postomajor crime incident, fire, flood, application that are, to the best of	Application is true and correct to ding any false information is caused of a Special Event Permit if on the permits being issued. I understoned or terminated for the sake or any act of God). I have attached	the best of my knowledge. I furtiuse for the immediate denial one has already been issued, and it fand that in the event of a major of public safety and welfare (e
Completed Application	Certificate of Insurance & Additional Insured Endorsement	Commercial Liability Certificate
Signed Indemnification Agreement	☐ Parade Route	Map and Traffic Control Plan
Signed Waiver & Release of Liability		☐ Trash/Litter Collection and Off-site Disposal Plan
Copies of notifications to OCFD, OC Transit District, Local Businesses, Churches, and Residents if applicable	structures (i.e., bleacher, tents,	Structural plans of any structi (i.e., bleachers, stages, platfor etc.) to be reviewed by City.
(NAME OF APPLICANT)	(SIGNATURE OF APPLICANT)	(DATE SIGNED)
MARCO OCHOA	Marro Odia	03/06/12
(NAME OF EVENT ORGANIZER)	(SIGNATURE OF EVENT ORGANIZER) (DATE SIGNED)

. .

SPECIAL EVENT ITEM CHECKLIST

Please check each item that will be present at your event, and provide a brief description of each item checked "YES".

ITEM	YES / NO	PLEASE DESCRIBE ALL ITEMS CHECKED YES:
		PERSE DESCRIBE ALE IL LING OTRESALES TES.
ANIMALS	□ Y Ø N	
ALCOHOLIC BEVERAGES	□ Y 🔀 N	
AUTOMOBILES / TRUCKS	□ Y 🕱 N	
BICYCLES / FOOT RACES	ØY□N	Orange Coast College Annual Cross Country Invitational
BUILDINGS / STRUCTURES	□ Y X N	
BOOTHS / STANDS	□YXXN	·
CAMPGROUNDS / RV AREAS	□ Y 🔯 N	
CONCESSIONS	□YXN	
DANCE / PARTY / CONCERT	□ Y X N	
ELECTRICAL/ PLUMBING/ MECHANICAL	□ Y X N	
EMERGENCY ACCESS REQUIRED	□ Y X N	
FLAMMABLE MATERIALS	□ YX N	
FOOD SUPPLIES / SALES	□ Y 🔯 N	
LIGHTING / ILLUMINATION	□ Y 🔀 N	·
MEDICAL / FIRST AID STATIONS	ØY□N	First Aid Station and Athletic Trainers will be located at starting / Finish Lin
PARKING	X Y □ N	Parking For College Yearns and spechators
POLICE / SECURITY PROTECTION	□ Y 🔯 N	
POLICE / TRAFFIC CONTROL	□YØN	
PYROTECHNICS (FIREWORKS)	□ Y 🔯 N	
RIDES - CARNIVAL / MECHANICAL	□ Y Ø N	·
SANITATION	ŊY□N	Portable toilets will be provided
SIGNS / BANNERS	□ YXX N	
STREET / LANE CLOSURES	□Y⊠N	
TENTS / CANOPIES	ØY□N	Tents and Canopies will be used by teams for protection from sun
CITY PROPERTY OR FACILITY USED	ØY TN	Farriew Park
WATER SUPPLY USED OR AFFECTED	□ Y XX N	

INDEMINITY AGREEMENT

Orange Coast College (applicant/organizational name) agrees to indemnify, defend (at City's option) and hold harmless the City of Costa Mesa, its officials, employees, representatives, and volunteers from any and all claims, demands, defense costs, liabilities or consequential damages of any kind or nature which rise out of the use of Fairview Park in connection with the Orange Coast Classic Event which will take place in Costa Mesa, California on September 15, 2012, except where such claims, demands, defense costs, liabilities or consequential damages are caused by the negligent or wrongful acts of the City of Costa Mesa, its officers, agents and/or employees. This agreement includes any liabilities that may arise out of the use of booths, concessions or any other activities conducted, set up and/or used by all applicants during the event, including non-members or guests of Orange Coast College.

Date:	Authorized representative for:
	Signature
	<u>Jim Moreno, President, Board of Trustees</u> Print Name and Title
	Coast Community College District Name of Organization

WAIVER AND RELEASE OF LIABILITY

I am the authorized representative of the applicant and responsible organization Orange Coast College for the Orange Coast Classic Cross Country (hereafter "event") to be held September 15, 2011 at Fairview Park in Costa Mesa, California.

The Organization here by ASSUMES ANY AND ALL RISKS associated with the event including but not limited to injuries sustained by participant arising out of strenuous physical activity or exertion; striking or being struck by objects, vehicles or persons; uneven or defective roadway surfaces; exposure to heat, cold or humidity.

The Organization APPRECIATES AND VOLUNTARILY ELECTS TO ACCEPT ALL RISKS connected with the event and any property directly adjacent or appurtenant to the event location.

THE ORGANIZATION HEREBY FOR ITSELF OR ANYONE WHO MIGHT CLAIM ON ITS BEHALF AGREES NOT TO BRING ANY CLAIM AGAINST THE CITY OF COSTA MESA AND WAIVES, RELEASES ANDDISCHARGES THE CITY OF COSTA MESA, ITS OFFICERS, AGENTS AND EMPLOYEES FROM ANY AN ALL LIABILITY FOR PERSONAL INURY, DEATH OR PROPERTY DAMAGE EXCEPT FOR LIABILITY ARISING OUT OF THE NEGLIGENCE OR WRONGFUL ACTS OF THE CITY OF COSTA MESA OR ITS OFFICERS, AGENTS OR EMPLOYEES. THIS RELEASE AND WAIVER EXTENDS TO ALL CLAIMS OF EVERY KIND OR NATURE WHATSOEVER, FORESEEN OR UNFORSEEN, KNOW OR UNKNOWN.

I HAVE READ THE FOREGOING AND CERTIFY MY ACCEPTANCE OF THE ABOVE **PROVI**

ISSIONS	ON BEHALF OF THE ORGA _ (date).	INIZATION BY MY SIGNATURE ON THIS DATE,
		Authorized representative for:
		Signature
		Jim Moreno, President, Board of Trustees Print Name and Title
		Coast Community College District Name of Organization

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), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and U.S. College Compass, LLC, located at 8907 Warner Avenue, Suite 108, Huntington Beach, CA 92647 hereinafter, "COMPANY". DISTRICT and COMPANY are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs; and

WHEREAS, COMPANY desires to contract with the DISTRICT for instruction and/or training services as identified herein.

DISTRICT and COMPANY agree as follows:

- 1. The term of this AGREEMENT shall be from May 17, 2012 through July 31 2013, inclusive.
 - 2. The services to be offered are outlined in Exhibit A, attached herein.
- 3. COMPANY represents that it is the authorized representative of Kavram Educational Establishments and Kavram College, Esentepe Mahallesi Büyükdere Caddesi No: 11, Zincirlikuyu Şişli / İstanbul, Turkey (Educational Partner) and is authorized to enter into this AGREEMENT for the purposes outlined in Exhibit A.
- 4. The PARTIES agree that this Agreement provides for a one year pilot of education services. An assessment of the pilot shall determine if DISTRICT, COMPANY and Educational Partner desire to continue program delivery. If all parties agree such is feasible, the DISTRICT and COMPANY intend to enter into a written agreement which will outline their EBUS USCC Kavram Schools CCC Agreement No. CCC11-12.4060

continued relationship, if any, between DISTRICT and COMPANY, and all parties shall enter into a 3-party educational services agreement outlining the responsibilities of each party.

5. FEES AND PAYMENT.

- COMPANY agrees to pay the DISTRICT the sum of \$337,875 for the 5a. services provided under this AGREEMENT. DISTRICT shall invoice separately for travel and incidentals incurred by DISTRICT for delivery of the services described in Exhibit A.
- DISTRICT shall invoice COMPANY the amount of \$168,938 on September 15, 2012 for all services rendered through Fall 2012 and as described in Exhibit A and the amount of \$168,937 shall be invoiced on March 15, 2013 for all remaining services rendered through Spring 2013 and as described in Exhibit A. Payments are due within 30 days from the date of invoice. Additional services and costs, as mutually agreed upon per modification, will be subject to invoicing for the full cost of the services on the start date of agreed upon programs and services.
- DISTRICT and COMPANY will provide an administrative liaison to the other in the performance of this AGREEMENT. The administrative contact for DISTRICT will be Joycelyn Groot at (714) 241-6161 or jgroot@coastline.edu or her designee. The administrative contact for COMPANY will be Felicia Jao or designee at feliciajao@uscollegecompass.com.
- Both PARTIES agree that they will not unlawfully discriminate in the selection 7. of any student or teacher to receive instruction pursuant to this AGREEMENT because of that student's race, creed, national origin, religion, sex, sexual preference, marital status, age, disability, and/or medical condition.
- 8. DISTRICT and COMPANY agree 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.
- 9. DISTRICT shall maintain attendance records for student and/or teacher time spent in instruction.
- 10. COMPANY agrees to indemnify, defend, and hold harmless DISTRICT, its trustees, agents, and employees from any damages or claims resulting from acts or omissions of COMPANY, its agents, or employees. DISTRICT agrees to indemnify, defend, and hold harmless COMPANY, its agents, and employees from any damages or claims resulting from acts of omissions of DISTRICT, its agents, or employees. EBUS USCC - Kayram Schools CCC Agreement No. CCC11-12.4060

- 11. 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. All amendments or modifications to this AGREEMENT shall be in writing and signed by both PARTIES before such shall take effect.
- 12. The DISTRICT personnel assigned to develop, coordinate, and conduct the education and/or service(s) provided for herein, will be certified in accordance with the standards on file with DISTRICT and/or by documented experience and credentials is acceptable to COMPANY.
- 13. COMPANY shall, no less than 30 days in advance, communicate with the assigned DISTRICT administrator any changes to the scheduled time, location or scope of the educational services agreed upon by COMPANY and DISTRICT.
- 14. Either Party may terminate this Agreement, with or without cause, upon 30 days written notice to the other Party. In the event of such termination, COMPANY shall pay DISTRICT the value of its services completed as of the date of termination, and COMPANY's obligations to DISTRICT 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, COMPANY and DISTRICT shall act in good faith to continue to provide all services and training for the duration of the semester.
- 15. 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 Campus:

Coastline Community College

Attn: Joycelyn Groot

11460 Warner Avenue

Fountain Valley, CA 29708

Attn: Joycelyn Groot

With a copy to:

Coast Community College District

1370 Adams Avenue

Costa Mesa, CA 92626

Attn: Vice Chancellor, Administrative Services

To Company:

U.S. College Compass, LLC

8907 Warner Avenue, Suite 108

Huntington Beach, CA 92647

Attn: Felicia Jao

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.

16. 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.

COMPANY	COAST COMMUNITY COLLEGE DISTRICT
Signature	Signature
Typed Name	Typed Name
Title	President, Board of Trustees
Date	Date

Exhibit A – Educational Service Proposal and Price Coastline Community College Education Bound United State (CCC EBUS)

Client:

U.S. College Compass, LLC., in collaboration with Kavram Educational Establishments and Kavram College, Esentepe Mahallesi Büyükdere Caddesi No: 11, Zincirlikuyu - Şişli / İstanbul, Turkey

Coastline Contacts:

Joycelyn Groot, Dean (714) 241-6161; email <u>igroot@coastline.edu</u> Laurie Melby, Program Manager (714) 241-6110; <u>lmelby@coastline.edu</u>

Program Overview:

Provide students enrolled at Kavram Schools an American college-level program that includes English language assessment and training, academic counseling services, U.S. college preparation and application workshops, student and parent orientations, U.S. cultural training, faculty development services, and college-level courses meeting lower division transfer requirements in preparation for admission to a United States College or University.

Services and Price

Fall Semester 2012 (September 2012 - January 2013)

\$168,938

- Program Administration
- Onsite Program Director Coordination of all Coastline activities on behalf of Kavram
- Counseling onsite, 3 weeks (dates to be confirmed) Coastline Counselor to provide:
 - o Individual student/counselor appointments for college and goal planning for 60 students
 - Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, college application processes, learning strategies, time management, decision making, and other success tips
 - o Distance Learning Preparedness Workshops
 - Faculty Development Workshops
- Assessment Services Onsite August/September 2012 Coastline to provide:
 - English language assessments of new students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Instruction Onsite September through December 2012 Provide English classes at 2 Kavram sites, Istanbul (16 weeks):
 - Provide oversight and coordination of 2 EFL/English classes to include 2 instructors for 2 levels of EFL course instruction, determined by scheduling and needs.
 - Accommodate up to 30 students per class period, with maximum of 15 hours of instruction per week per instructor. Classes to be held evenings and weekends per request of Kavram. Schedule to be determined by Coastline and agreed upon by Kavram.
- Coordination and development of extracurricular activities, service projects, etc.

Spring Semester 2013 (February - July 2013)

\$168,937

- Program Administration
- Onsite Program Director Coordination of all Coastline activities on behalf of Kavram
- Counseling onsite, 3 weeks June 2013 Coastline Counselor to provide:
 - o Individual student/counselor appointments for college and goal planning for 60 students
 - o Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- Assessment Services Onsite February 2013 Coastline to provide:

U.S. College Compass, LLC & CCCD (Coastline Community College)

- English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite Instruction February through May 2013 Provide English language classes:
 - Provide oversight and delivery of 2 EFL/English classes -- to include 2 instructors for 2 levels of EFL course instruction, according to student and scheduling needs
 - o Up to 15 instructional hours per week, per instructor
 - Accommodate up to 30 students per class period, classes are evenings and weekends as requested by Kavram. Schedule to be determined by Coastline and agreed upon by Kavram.
- Onsite Instruction for delivery of one transfer level general education college course upon WASC approval
 - Taught by a Coastline instructor
 - Two (2) class sections minimum to accommodate maximum of 30 students per section
 - o 16 week semester
 - o Each class requires 16-18 hours of instruction for each unit of college credit
- Coastline visiting faculty and program administration to meet with Kavram faculty and administration to conduct program review
- Coordination and development of extracurricular activities, service projects, etc.

Total Cost for all above programs and services:

\$337,875

- District shall invoice U.S. College Compass the amount of \$168,938 on September 15, 2012 for all services rendered through January 2013 and the amount of \$168,937 on March 15, 2013 for all remaining services rendered through July 2013. Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty and counselors will be an additional charge billable to U.S. College Compass for economy
 airfare and ground transportation (to include travel for up to 7 individual round trips). College will make all travel
 arrangements in coordination with US Compass.
- Course pricing excludes cost of textbooks for college transfer courses. Kavram School administration responsible for assuring textbooks are purchased and received by students prior to start of class and according to specifications provided by Coastline. Average cost per text is estimated at \$100-150 per course.
- Includes up to 60 students enrolled in the program; with up to 30 students per EFL class, and up to 30 students per credit bearing course based on eligibility to enroll.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed upon by high school and college administrators.
- Does not include assessment of ESL or math currently planned for May 2012. (Note: we have emailed the contact name you gave us at Kavram to follow up on assessment but have not heard back from them.)
- Does not include housing for visiting faculty (EFL or college course) or counselors. Housing is to be provided by Kavram according to agreed upon standards set forth and agreed to by Coastline & USCC.
- Cancellation of classes to take place 90 days prior to class start without cost to USCC. Cancellation less than 90 days
 prior to class start will be charged at full rate due to agreement with faculty commitment. If CCC is unable to fulfill its
 contracted obligations due to an instructor illness or other unforeseen circumstance beyond our control, we will provide
 a full refund for the cost of that service.

Amendment to the Agreement Between

Coast Community College District

Coastline Community College/Coast Learning Systems

&.

Bedford, Freeman, & Worth Publishing Group, LLC

&

COMAP, Inc.

1.	DISTRICT, PUBLISHER, and COMAP hereby agree to amend the Agreement entered into on
	the 8th day of September 2005.

- 2. **DISTRICT**, **PUBLISHER**, and **COMAP** hereby accept that the Agreement shall now remain in effect until December 31, 2019 unless earlier terminated pursuant to Paragraphs 2.5.3, 7.2, 7.3, 7.5, or 7.6.
- 3. **DISTRICT**, **PUBLISHER**, and **COMAP** hereby further agree to amend the Agreement dated the 8th day of September 2005 with the inclusion of SCHEDULE A attached hereto. Except as otherwise amended by this Amendment, the Agreement shall remain in full force and effect in accordance with its terms.

For President, Board of Trustees With a **Executive Dean** Coast Community College District District: Center for Instructional Systems Development copy to: Coastline Community College 1370 Adams Avenue Costa Mesa, CA 92626 11460 Warner Avenue Fountain Valley, CA 92708 Email: CoastLearning@Coastline.edu Ruth M. Baruth, Publisher General Counsel With a Publisher: Mathematics and Statistics Holtzbrink Publishers, LLC copy to: WH Freeman Publishers 175 Fifth Avenue 41 Madison Avenue New York, NY 10010 New York, NY 10010 Email: paul.sleven@macmillan.com Email: rmbaruth@whfreeman.com Solomon Garfunkel ForLaurie W. Aragon, COO With a COMAP: COMAP **COMAP** copy to: 175 Middlesex Trpk, Suite 3b 175 Middlesex Trpk, Suite 3b Bedford, MA 01730 Bedford, MA 01730 IN WITNESS WHEREOF, the parties hereto have executed this Addendum to the Agreement on the day and year specified below, Coast Community College District Jerry Patterson, President, Board of Trustees Dated: Bedford, Freeman, and Worth Publishing Group, LLC By: Ruth M. Baruth, Publisher Elizabeth Widdicombe, President, WH Freeman Dated; Consortium for Mathematics and Its Applications, Inc. (COMAP)

Laurie W. Aragon, COO

Solomon Garfunkel

By:

Dated:

Schedule A

DISTRICT, PUBLISHER, and **COMAP** agree to amend the Agreement with the inclusion of this *Schedule*. Terms used herein and not otherwise defined shall have the meanings assigned to them in the Agreement.

- 1. The parties acknowledge that notwithstanding anything to the contrary in the Agreement, the TELECOURSE STUDENT STUDY GUIDES shall not be published in print form. PUBLISHER shall instead include a digital version of the TELECOURSE STUDENT STUDY GUIDE as well as 32 VIDEO LESSONS in a special version of PUBLISHER's online product known as StatsPortal (such special version, the "Telecourse StatsPortal").
- 2. Paragraph 2.2.4 of the Agreement shall be amended and restated as follows:
- "2.2.4 Pay to DISTRICT and COMAP a royalty per each sale of access to Telecourse StatsPortal (whether via access codes, direct online sale, or otherwise) as specified in *Paragraph 3.5* of the Agreement, net of returns (the "ROYALTY"). No ROYALTY shall be due on access to Telecourse StatsPortal given away free-of-charge. PUBLISHER will maintain all records regarding its sales of access to Telecourse StatsPortal for a period of two (2) years from the date of the sales."
- 3. Effective as of the date of this Amendment, Paragraph 3.5 of the Agreement shall be amended and restated as follows:
- "3.5 PUBLISHER shall pay a ROYALTY to DISTRICT and COMAP a total of \$20 per each sale of access to Telecourse StatsPortal (net of returns) for the term of this Agreement, allocated as follows: \$18.30 to DISTRICT and \$2.00 to COMAP. However, DISTRICT shall be entitled to receive the ROYALTY only if the entire Advance has been recouped by PUBLISHER on all PROJECT TELECOURSES, e.g. to the extent, if at all, any portion of the ADVANCE (with respect to any of the PROJECT TELECOURSES) remains unreouped, PUBLISHER shall not pay ROYALTIES to DISTRICT on any sales of access to Telecourse StatsPortal. After PUBLISHER's first sale of access to Telecourse StatsPortal, PUBLISHER shall, by PROJECT COURSE, prepare semiannual statements of account as of June 30 and December 31 of each year and shall render such statements and make payments of any amounts due thereon in accordance with *Paragraph 2.2.4* on the following September 30 and March 31 respectively."
- 4. The payment made to COMAP of \$2.00 as specified in *Paragraph 3.5*, shall be in lieu of any payment owed to COMAP under *Paragraph 2.1.15* of the Agreement.
- 5. Effective as of the date of this Amendment, *Paragraph 8.3* shall have no application to COMAP.

AMENDMENT/MODIFICATION OF A CONTRACTED EDUCATION SERVICE	PAGE	OF	PAGES	
AMENDMENT/MODIFICATION	DATE ISSUED	1		3
NUMBER				
003	May 7, 2012			
ISSUED BY:				
Coast Community College District				
(Coastline Community College)				
11460 Warner Ave.				
Fountain Valley, CA 92708				

NAME AND ADRESS OF COMPANY:

U.S. College Compass, LLC 8907 Warner Avenue, Suite 108 Huntington Beach, CA 92647

DESCRIPTION (Type or print)	AND TITLE OF SIGNER:	NAME AND TITLE OF CONTRACTING OFFICER		
Felicia Jao President		Joycelyn Groot Dean, Military/Contract Education Programs		
TELEPHONE	EMAIL	TELEPHONE	EMAIL	
	feliciajao@uscollegecompasscom	(714) 241-6161	jgroot@coastline.edu	

This modification/amendment only applies to the Agreement No. CCC10/11.3085 between the Coast Community College District (Coastline Community College) and U.S. College Compass, LLC dated June 2010, which term was extended for a 1 year period by amendment #002 dated June 2011.

DESCRIPTION OF AMENDMENT/MODIFICATION

1) Extends the Agreement through July 31, 2013; and 2) provides for additional services to U.S. College Compass, LLC as outlined in Exhibit E, attached herein.

Except as provided herein, all other terms and conditions of this Agreement remain unchanged and in full force and effect.

COMPANY (Signature of person authorized to sign)	DATED SIGNED	CONTRACTOR	DATED SIGNED
		President, Board of Trustees	

COMPANY IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR ORIGINAL SIGNED COPIES TO THE ISSUING AGENCY ABOVE, ATTN: JOYCELYN GROOT.

Exhibit E – Educational Service Proposal and Price Coastline Community College Education Bound United State (CCC EBUS)

Client:

U.S. College Compass, LLC., in collaboration with Guangzhou Xiang Jiang High School, a Chinese high school located at Jade-Green Island, Xintang Zhen, Zengcheng, Guangdong, China; POC: Jessica Zhou (714) 642-3816; email

jessicazhou@uscollegecompass.com

Coastline Contacts:

Joycelyn Groot, Dean (714) 241-6161; email jgroot@coastline.edu Laurie Melby, Program Manager (714) 241-6110; jmelby@coastline.edu

Program Overview:

Provide students enrolled at Xiang Jiang High School an American college-level program that includes English language assessment and training, academic counseling services, U.S. college preparation and application workshops, student and parent orientations, U.S. cultural training, faculty development services, and college-level courses meeting lower division transfer requirements in preparation for admission to a United States College or University.

Services and Price

Fall Semester 2012 (September 2012 – January 2013)

\$202,145

- Program Administration
- Onsite Program Director Coordination of all Coastline activities on behalf of XJHS
- Counseling onsite, 3 weeks (dates to be confirmed) Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (150 students max)
 - o Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, college application processes, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- Assessment Services Onsite August/September 2012 Coastline to provide:
 - English language assessments of new students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses
- Instruction Onsite late August through December 2012 Provide English classes at XJHS (16 weeks):
 - o Provide oversight and coordination of EFL/English classes to include 2 instructors for 2 levels of EFL course instruction, determined by scheduling and needs.
 - Accommodate up to 25-30 students per class period, with 20 hours of instruction per week per instructor for a total of 40 instructional hours per week. Schedule to be determined by Coastline in association with XJHS.
- Onsite Instruction for delivery of two transfer level general education 3-unit college courses:
 - o Taught by a Coastline instructor
 - (1) 3-unit course taught on-site, three (3) class sections to accommodate maximum of 25-30 students per section
 - o (1) 3-unit course taught online, 25-30 students max
 - o 16 week semester, instructors to arrive 2 weeks prior to class start
 - o Each class requires 16-18 hours of instruction for each unit of college credit
- Coordination and development of extracurricular activities, service projects, etc.

- Program Administration
- Onsite Program Director Coordination of all Coastline activities on behalf of XJHS
- Counseling onsite, 3 weeks June 2013 Coastline Counselor to provide:
 - Individual student/counselor appointments for college and goal planning (150 students max)
 - o Individual parent/student and counselor meetings, as requested
 - College Preparation Workshops to assist students with college success to include study skills, college exploration, learning strategies, time management, decision making, and other success tips
 - Faculty Development Workshops
- Assessment Services Onsite February 2013 Coastline to provide:
 - English language assessments of new and returning students to determine English language proficiency for admission to Coastline, English placement, and qualification for enrollment in college level transfer courses.
- Onsite Instruction February through May 2013 Provide English language classes:
 - Provide oversight and delivery of EFL/English classes to include 2 instructors for 2 levels of EFL course instruction, according to student and scheduling needs
 - Up to 20 instructional hours per week, per instructor for a total of 40 instructional hours per week.
 - Accommodate up to 25-30 students per class period, schedule to be determined by Coastline in association with XJHS.
- Onsite Instruction for delivery of two transfer level general education 3-unit college courses:
 - o Taught by a Coastline instructor
 - (1) 3-unit course taught on-site, three (3) class sections to accommodate maximum of 25-30 students per section
 - (1) 3-unit course taught online, 25-30 students max
 - o 16 week semester
 - o Each class requires 16-18 hours of instruction for each unit of college credit
- Coastline visiting faculty and program administration to meet with XJHS faculty and administration to conduct program review
- Coordination and development of extracurricular activities, service projects, etc.

Total Cost for all above programs and services:

\$404,290

- District shall invoice U.S. College Compass the amount of \$202,145 on September 15, 2012 for all services rendered through January 2013 and the amount of \$202,145 on March 15, 2013 for all remaining services rendered through July 2013. Payments are due within 30 days from the date of invoice.
- Travel for visiting faculty, on site coordinator and counselors will be an additional charge paid by U.S.
 College Compass for airfare and ground transportation (to include travel for up to 10 individual round trips, economy ticket. College will coordinate all travel arrangements in coordination with US Compass travel vendor.
- Course pricing excludes cost of textbooks for college transfer courses. XJHS administration responsible for assuring textbooks are purchased and received by students prior to start of class and according to specifications provided by Coastline. Average cost per text is estimated at \$100-150 per course.
- Includes up to 150 students enrolled in the program; with up to 25-30 students per EFL class, and up to 90 students (30 students per section, 3 sections) per on-site credit bearing course based on eligibility to enroll and up to 30 students for 1 online course.
- Includes ESL assessments, workbooks and materials for 150 students.
- Schedule of classes and courses to be delivered are subject to change based on need, eligibility and as agreed
 upon by high school and college administrators.
- Does not include onsite assessment of ESL or math <u>prior</u> to program start in August 2012.
- Does not include housing for visiting faculty (EFL or college course), onsite coordinator or counselor.
 Housing is to be provided by XJHS according to agreed upon standards set forth by Coastline, attached.
- Written cancellation of college courses or EFL classes required in writing 90 days in advance of course start date. If cancellation notice is given 30 days or less prior to course start date, the full costs for services will be incurred.

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COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

- 1. Parties. The Coast Community College District ("District") and Michael Sutliff, "Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. **Position.** District hereby employs Administrator in the position of <u>Dean, Kinesiology and Athletics.</u>
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>July 1</u>, <u>2012</u> and ending <u>June 30</u>, <u>2014</u>. This Agreement expires on <u>June 30</u>, <u>2014</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the <u>Education Code</u>. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 5 (currently \$120,061), plus longevity pay of \$0 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. **Return to Tenured Faculty Position.** If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees	Date	
Administrator	Date	



Educational Administrator 2012-2013 Amendment to Employment Agreement

To respond to the current fiscal constraints of the District, the Coast District Management Association (CDMA), representing the interests of management, engaged in a meet and confer process, resulting in an understanding to be authorized by the Board of Trustees. The level of sacrifice in compensation to mitigate the budget shortfall is assessed at 3%.

I hereby agree to amend the provisions of my existing employment agreement, for the 2012-2013 fiscal year, in accordance with the Board authorized reductions recommended by CDMA. Specifically, I agree to accept seven unpaid furlough days for the 2012-2013 fiscal year, with the scheduling of the days to be determined by the Chancellor or designee.

I understand that the previously agreed upon compensation, as reflected in Section 6 of my Employment Agreement, will be reduced in direct proportion of the established number of days.

Signed:	Date:
Print Name:	
Coast Community College District	
Signed: Jim Moreno, President of the Board	Date:

COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

- 1. Parties. The Coast Community College District ("District") and Madjid Niroumand, "Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. District hereby employs Administrator in the position of <u>Dean</u>, <u>Enrollment Services</u>.
- 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. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. Term. District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing May 17, 2012 and ending June 30, 2014. This Agreement expires on June 30, 2014 and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the Education Code. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last academic year of this Agreement whether District intends to re-employ Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about re-employment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule DD, Range 32 Step 5 (currently \$120,061), plus longevity pay of \$0 under Board Policy 7884, payable in equal monthly payments. Salary for a service period less than the full academic year shall be paid on a prorated basis, based on the number of work days worked, pursuant to there being 241 work days in a year. Advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

Attachment 12

- 9. **Fringe Benefits.** Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of this Agreement.
- 11. **Retreat Rights.** If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Section 87458 of the *Education Code*; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if</u>
 <u>Tenured.</u> Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Section 53260 of the *Government Code*, except if District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- 16. Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of District's right of reassignment, District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. **Entire Agreement**. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jim Moreno President, Board of Trustees	Date	
Administrator	Date	

CCCD	Agreement No.	
CCCD	Agreement No.	

COAST COMMUNITY COLLEGE DISTRICT Standard Professional Services Agreement

This Standard Professional Services Agreement ("Agreement") is entered into between the Coast Community College District, a California public educational entity, hereinafter called "District", and Public Private Ventures, Inc., hereinafter called Consultant, to furnish certain services upon the terms and conditions as set forth herein. The District and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

- I. CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following services:
- A. Act as a Consultant to the District to perform consulting services. The District will issue a written purchase order as the mechanism authorizing the specific services set forth pursuant to Exhibit A, the Consultant's proposal as revised and accepted by District. The purchase order and signed proposal shall state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost. Any changes in the Scope of Work shall require a separate purchase order and proposal.
- B. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the District.
- II. TERM. The term of this Agreement shall commence on May 3, 2012, and shall expire on June 30, 2013, unless terminated earlier in accordance with the terms hereof, which term may be extended by the mutual agreement of the District and the Consultant and upon the approval of their governing boards.
- A. DISTRICT-INITIATED TERMINATION. If the District determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten days (or more, if authorized in writing by the District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the District incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the District exceed the amounts withheld, the Consultant shall be liable to the District for the difference.
- B. The District may terminate this Agreement for convenience at any time upon written notice to the Consultant. The Consultant shall be compensated for services acceptable to the District through the date of termination.

C. CONSULTANT-INITIATED TERMINATION. The Consultant may terminate this Agreement for cause if the District fails to cure a material default in its performance within a period of thirty days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in the District's performance. In the event of termination for cause by the Consultant, the District will pay the Consultant in accordance with paragraph IV.G.

III. GENERAL PROVISIONS

A. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor, and Consultant shall perform all services required hereunder as an independent contractor and not as an agent or employee of the District.

B. CONSULTANT HIRING. The Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. SUBCONSULTANTS. The Consultant shall fully cooperate with other professionals employed by the District in the production of other work related to its services. The Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the District and the Consultant's subconsultants or subcontractors employed under the terms and conditions of this Agreement. The Consultant shall be solely responsible for payment and obligations of any subconsultants or subcontractors.

D. LEGAL AND REGULATORY COMPLIANCE. The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, standards, the District Board Policy and Regulations, including without limitation all applicable licensing requirements.

E. OWNERSHIP AND USE OF DOCUMENTS. Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by Consultant hereunder shall be and shall remain the property of District. In the event of Agreement termination by either Party for any reason, as provided under this Agreement, the District will have the right to receive, and the Consultant shall promptly provide to the District, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the District retains the right to receive and use any such documents or materials.

CCCD Agreement No.

- F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. The District or the District's authorized representative shall have access to and the right to audit and the right to copy all of the Consultant's books and records. The Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least three years from the date of Final Payment under this Agreement.
- G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict of interest, as defined in the California Government Code, between the Consultant and the District for the services provided under this Agreement. The Consultant agrees to timely inform the District in writing concerning any possible conflict of interest that may later be discovered by the Consultant.
- H. SUCCESSORS AND ASSIGNS. If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the District will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and District shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination. This Agreement shall be binding upon the District and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the District.
- I. INFORMATION FURNISHED BY DISTRICT. If required for the performance of the Consultant's services, the District will furnish information, surveys, reports, as-builts, and other materials available to District or which the District can secure at a reasonable expense.
- J. PUBLIC STATEMENTS. Neither the Consultant nor any entity over which Consultant has control or supervision shall make any announcement, release any information, or authorize or participate in any interview to or with any member of the public or the press, any business, nonprofit entity, or other official or nonofficial body, or representative thereof, concerning any Project, or this or any related Agreement, without first obtaining written consent from the District; provided, however, that consent is not required to release information pursuant to court order or requests of official regulatory entities.
- IV. COMPENSATION. The District has the right to withhold payment from the Consultant for any unsatisfactory service until such time service is performed satisfactorily. The District will compensate the Consultant for the scope of services provided in accordance with this Agreement, calculated as follows:

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- A. For each purchase order and accompanying proposal, a maximum payment shall be established that shall not be exceeded without the prior written approval of the District. Alternatively, a lump-sum fee may be negotiated.
- B. All fees and costs shall be paid in accordance with the consultant rate schedule included in the Consultant's proposal for services. Rates shall not be changed except with prior written approval of the District.
- C. Payments to the Consultant shall be made monthly, subsequent to the receipt of an invoice itemizing the costs of services provided, the applicable rate for such services, and clear description of time expended for services rendered during each month, or portion thereof, that the Consultant has invoiced the District for services performed.
- D. Reimbursable expenses shall be only for actual costs incurred, and as approved by the District. Paid invoices or other proof of payment shall be submitted when requesting reimbursement. Types of reimbursable expenses the District may approve may include expenses for printing, reproductions, and postage for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by the Consultant and the Consultant's subconsultants.
 - E. Compensation for additional services, if required, shall be negotiated separately.
- F. Total compensation for Advisory Services for Asset Management of District Owned Land (Phase 1), inclusive of all fees and reimbursable expenses, shall not exceed \$120,000.00.
- G. In the event of termination of this Agreement prior to completion of the services being performed, the District will pay the Consultant in full for all services satisfactorily performed, as determined by the District, and for all expenses incurred under this Agreement, up to and including the effective date of termination. In ascertaining the services actually rendered up to the date of termination, consideration shall be given to both completed service and service in progress, whether delivered to the District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation shall be payable for anticipated profit on unperformed services.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION.

1. The Consultant shall indemnify, defend, and hold harmless the District and its Board of Trustees, officers, employees, agents, and representatives (collectively, "Indemnitee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnitee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from —

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- a. the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the Consultant is responsible (collectively, "Indemnitor");
 - b. the breach by Indemnitor of any of the provisions of this Agreement; or,
 - c. willful misconduct by Indemnitor.
- 2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty, or the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitee. The obligation to defend shall arise regardless of any claim or assertion that Indemnitee caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by District except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's
 - a. negligent acts or omissions;
 - b. breach of any of the provisions of this Agreement; or,
 - c. willful misconduct.
- 3. The Consultant shall indemnify, defend, and save harmless Indemnitee from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark or any other proprietary right of any person or entity in consequence of the use by Indemnitee of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.
- 4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitee may have under applicable law, including without limitation, the right to implied indemnity.
- B. INSURANCE. The Consultant, at the Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.
- 1. Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than

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\$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

Each Occurrence \$1,000,000 Products Completed, Operations Aggregate \$1,000,000 Personal and Advertising Injury \$1,000,000 General Aggregate \$2,000,000

- 2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1 million per incident.
- 3. Professional Liability Insurance, with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.
- 4. If the above insurance (subparagraphs V.B.1–V.B.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than three years after the date of final completion of the services authorized pursuant to each Exhibit A executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1–V.B.3 shall be—
- a. issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's), or
- b. guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).
- 5. Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.
- 6. The Consultant, upon the execution of this Agreement, shall furnish District with Certificate Of Insurance from a company with a Best rating of A— or better, and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody's rating of AA or better, or as otherwise approved by District, evidencing compliance with this Article V, including the following requirements:
- a. The Consultant shall have its insurance company provide the District with an acceptable form (Accord standard or equivalent) Certificate of Insurance and Endorsement.

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- b. Provide that coverage cannot be canceled without ten days advance written notice to the District.
- c. If insurance policies are canceled for non-payment, the District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against the Consultant.
- d. The General Liability insurance and the Business Automobile Liability insurance policies shall —
- i. Name the District, its Board of Trustees, and its officers, agents, employees, representatives, and representative's consultants as an Additional Insured; and,
- ii. Be primary insurance as respects the District, its Board of Trustees, and its officers, agents, and employees. Any insurance or self-insurance maintained by the District shall be excess of and non-contributory with this insurance.
- e. As respects Professional Liability, include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage, all insurance policies shall apply to the negligent acts, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

VI. STATUTORY REQUIREMENTS

A. NONDISCRIMINATION. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by the District's policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The District's policy). This equal treatment shall apply to, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

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B. PREVAILING WAGE RATES.

- 1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.
- 2. The Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the California Department of Industrial Relations.
- 3. The California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested Party upon request. By this reference, such schedule is made part of this Agreement. The Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the Consultant in the execution of the Covered Services hereunder. The Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. The Consultant shall forfeit to the District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by the Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant's fee. The Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

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C. PAYROLL RECORDS.

- 1. The Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by the Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:
- a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.
- b. A certified copy of all payroll records shall be made available for inspection upon request to District, the California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Division of Industrial Relations.
- c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.
- 2. The Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten days after receipt of a written request. The Consultant shall inform the District of the location of such payroll records for the written authorization, including the street address, city, and county; and the Consultant shall, within five working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with California Labor Code Section 1776, the Consultant shall have ten days in which to comply following receipt of notice specifying in what respects the Consultant must comply. Should noncompliance still be evident after the ten-day period, the Consultant shall forfeit to the District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

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D. APPRENTICES.

- 1. Only apprentices, as defined in the California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the California Labor Code, are eligible to be employed by the Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.
- 2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.
- 3. When the Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, the Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, for a certificate approving the Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one apprentice for each five journeyworkers, except as permitted by law. The Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratios of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.
- 4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.
- 5. If the Consultant or subcontractors or subconsultants employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, the Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. The Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if the Consultant fails to do so, it shall not be entitled to any additional compensation therefore from District.

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- 6. In the event the Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.
- 7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by the Consultant or subcontractors or subconsultants of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.
- E. WORK DAY. The Consultant shall not permit any worker providing Covered Services to labor more than eight hours during any one day or more than forty hours during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Consultant shall forfeit to the District, as a penalty, \$25 for each worker employed in the execution of this Agreement by the Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than eight hours in any one day and forty hours in any one calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. The Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of the District or its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

VII. NOTICES

A. DISTRICT. Any notice may be served upon the District by delivering it, in writing, to the District at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the District at the aforementioned address, or by sending a facsimile of it to the District facsimile number set forth on the last page of this Agreement.

B. CONSULTANT. Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

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VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Consultant.

B. This Agreement also includes the following exhibits attached herewith:

Exhibit A: Cover Sheet and Consultant Proposal as Accepted by District Exhibit B: Certificates of Insurance and Endorsements

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this Agreement.

CONSULTANT

Name: James Goodell

Title: President

Public Private Ventures, Inc. Address:

115 W. California Blvd, Ste. 151

Pasadena, CA. 91105

Telephone:

(626) 795-0919

Fax No.:

Federal Tax ID #:

COAST COMMUNITY COLLEGE DISTRICT



C. J. Moreno

President, Board of Trustees 1370 Adams Avenue

Costa Mesa CA 92626

Tel: (714) 438-4731 Fax: (714) 438-4689



Project I

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EXHIBIT 'A' – CONSULTANT'S PROPOSAL (As Reviewed, Amended, and Accepted by District)

Coast Community College District Purchase Order #
Project #
Project Name: Advisory Services for Asset Management of District Owned Land (Phase 1)
All Consultant correspondence shall be addressed to:
Coast Community College District Attn: District Facilities and Planning 1370 Adams Avenue Costa Mesa, CA 92626
Authorization to Perform Professional Services
Consultant: Street Address: City/State/Zip: Attention:
In accordance with the terms of this Professional Services Agreement, Consultant is hereby authorized to provide the professional services set forth in the Proposal attached to this Exhibit "A" cover sheet upon the issuance of an approved purchase order by District.
ATTACH CONSULTANT'S ACCEPTED PROPOSAL HERE



ORANGE COAST COMMUNITY COLLEGE DISTRICT

REQUEST FOR PROPOSALS #2004

for

ADVISORY SERVICES FOR ASSET MANAGEMENT OF DISTRICT OWNED LAND
Dated November 28, 2011

Due Date: January 13, 2012 at 3:00 p.m.

Presented by:

PUBLIC PRIVATE VENTURES, INC ("PPV")

Location: 115 W. California Blvd., Suite 151, Pasadena, California 91105

Contact: James Goodell at (626)795-0919

Jim@publicprivateventures.net

Website: www.publicprivageventures.net



Public Private Ventures

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A. INTRODUCTION

Public Private Ventures ("PPV") is pleased to submit our statement of qualifications and request to be considered by the District to provide real estate services to assist the District in developing a pro-active asset enhancement program to evaluate opportunities, plan, and manage the disposition of designated properties within the Orange Coast Community College District.

1. UNDERSTANDING THE ASSIGNMENT:

<u>The Mission:</u> We understand that the District, in an effort to 1) evaluate the District's options and recommend a plan of action, 2), develop alternate and supplemental sources of revenues, 2) to create linkages to the surrounding community, and 3) to create housing to support and service the District's robust international student program, and 4, to facilitate the necessary agreements among public and private partners to achieve these objectives

<u>Scope of Services</u>: The work program will include a strategic overview and assessment of the District's current long-range Master Plan to identify opportunities and set priorities for public-private partnerships that will result in a more productive utilization of campus land, alternative financing structures, and the feasibility of various types of campus-related uses through a joint collaboration with the private sector and local agencies. The work will focus on assessing the feasibility of student housing and the creation of an environment with the college campus as the center of community life. A "pilot project" might include the development of student housing with a focus on the international student population, developed either as a direct development by the college utilizing bond financing, or as a ground-lease to a private development company.

<u>The Regulatory Environment:</u> PPV is fully aware that the complex regulatory requirements attached to community college real estate disposition and development. We have worked closely our clients and with the Chancellor's Office over the years to clarify and refine a workable and expeditious process. PPV has successfully navigated this process on behalf of numerous college clients. PPV has a long history of successful engagement with cities and other land regulatory agencies, both as advisors, and as proponent.

2. WHY PPV?

Asset Value: The Orange Coast Community College District sits on very valuable real estate assets. It rivals Silicon Valley in its economic vitality and the Riviera with its climate. Orange Coast District land has real, solid, fundamental asset value, and should be factored into the overall financing plan for the District. Asset management is not a quick fix and projects will be years in the making. However, it can become a source of ongoing revenue generation over the longer term by freeing up land for revenue producing uses, as parking is consolidated into structures, and core functions are consolidated into the most efficient configurations to create "partnership" or "entrepreneurial" parcels for revenue enhancement via third-party development.

<u>PPV's Role</u>: PPV's efforts encompass strategic, campus and business planning and program management. PPV is often described by our clients as their real estate "field general", responsible for strategic planning, implementation, and directing these efforts on behalf of the District and college administration and leadership. . For over 30 years, PPV principals have been pioneers and leaders in all facets of pro-active asset management on behalf of public and institutional land owners for land planning, zoning & regulations, project finance, redevelopment, private development and public-private real estate transactions of all types. Because real estate asset management impacts all facets of college life (i.e. fiscal, administration, facilities, academics, and as members of a greater community), PPV's role requires close collaboration with the "Client-Partner" at the highest levels, through formal and informal management protocol to insure mission "fit" and synergy.

<u>PPV's Unique Strength</u>: Our unique and critical strength is our deep understanding of the special world of California Community Colleges; their academic culture, the rules of order within the institution, their aversion to controversy and risk, the demand for transparency, as well as the arcane and complex asset disposition process as mandated by the State's Education Code. Our understanding has come from long years of experience, trial and error, and significant success. The lessons learned continue to make us more effective. Well-managed stakeholder engagement is essential to ultimate buy-in. Our depth of experience enables us to cut through to bottom-line questions, producing reliable strategies and options that address the District's unique opportunities.

<u>What PPV Clients Say:</u> We believe that most of our clients would agree with the thoughts of several of the systems finest administrators:

• Steve Kinsella, President, Gavilan Community College District ...

"Everything PPV does is 100% relevant to our goals and our mission as a college and to maximizing the assets we have. They are very professional and are respectful of our limited funds and their process is transparent. I see a clear path from where we've started to where we'll end up, and I'm confident of success."

Jerry Patton, President/Superintendent, College of the Desert ...

"Working with experts like PPV who fully understand the mission and the value of community colleges is a tremendous advantage for us. Colleges bring so much synergism to the socio-economic development of a community, and knowing that PPV 'gets it' is essential to our success. We didn't have to spend any of our time educating them, so they were efficient and productive from day one. Combine PPV's knowledge of educational institutions with their deep experience in land planning, and we've got an unbeatable advocate. They are experts who could write a "how-to" book on land planning and campus development, and their insight is invaluable. Not only does PPV speak the language of the college, they are fluent in the languages of government agencies, developers, and neighborhood communities as well. They make excellent translators on our behalf and are really performing a great service for the entire community, as well."

• Marie Kane, Superintendent/President (retired), Chaffey Community College District ...

"I made contact with PPV, explained that we were looking for land and asked them to join the conversation and explore the possibilities. PPV, representing the state, invited me into the conversation. I'm glad they did, because we simply wouldn't be where we are today without PPV's involvement from the beginning. PPV added incredible value. PPV's participation was very, very important to the college because PPV understood the importance of a community college being part of a new planned development, and translated that advantage to the State of California and other parties at the table. PPV's strong political sophistication in this very complex project was absolutely essential to us, as well. As a result, from beginning to end we experienced a great camaraderie, an exceptional level of respect, open communication, and positive working relationships between the city, the state, the prison, and PPV. More importantly, I trust Jim, I trust PPV, and I trust their judgment."

JoAnne Kozbera, Secretary (retired), Department State & Consumer Affairs, State of CA ...

"I retained PPV to assist the State of California by organizing an Urban Land Institute-like charette process. PPV accelerated the process and retained a first-rate group of knowledgeable experts who could look at all the problems of the site, hear all the issues of the constituents, and come up with a set of solutions. The result was a recommendation to convert the Camarillo site into the CSU Channel Islands campus, including the phased implementation of faculty and student housing. Throughout the process, PPV's leadership was invaluable. Responsive and articulate, they stayed in touch with me throughout to insure we worked within the State's parameters and that we maintained alignment and consensus. I've worked with PPV at varying times over the years and have always found them to be a superb professional and consensus builders. They listen well and come up with a set of potential solutions and then work very hard to bring all parties together to build consensus. I can't recommend Jim and PPV enough."

Edward Barnes, Vice Chancellor, California Polytechnic University, Pomona ...

"In 1997, PPV worked with the university to prepare an asset development plan for the 1400-acre campus which has culminated in the successful development of Innovation Village, an 80-acre, 960,000 square-foot campus-linked research park. From the beginning, PPV's expertise and insight resulted in a stroke of genius that served us well throughout the project. It's been a fantastic experience for our college. Net present value of Innovation Village totals approximately \$100 million, with ever-increasing revenue streams anticipated for years to come. Having dollars available to leverage for discretionary spending creates opportunities for us to deliver on our mission in ways that will benefit our students, faculty and community for years to come. I very much recommend PPV and hope we can partner with them again in the future."

3. PPV APPROACH:

PPV will work closely with the District to continuously refine the work program, and to develop and maintain the most effective reporting, management and decision-making protocol.

Our approach has evolved over 30 years of working on behalf of all levels of government, colleges, universities and other institutions to provide single point real estate services, from strategic planning to project implementation. PPV's primary role is to serve as advisor and manager to facilitate creative collaboration between the District and its colleges, the City, and private developer/operators. It is our belief that while a project will ultimately be developed by a highly qualified developer/operator in accordance with OCCCD's development standards, the predevelopment work leading up to developer selection is more effectively undertaken by PPV, operating as advisor, project manager, and owners' representative to the District.

Developers are best able to function once the strategic and planning options are resolved and the program is defined and decided, giving them clear project parameters. PPV's approach integrates team collaboration with engagement of public officials and stakeholders to "build the story". Working with the District to draft the story and script the dialogue with the public is a critical component of the work program and one that sets PPV apart from the rest.

Based on our understating of Orange Coast College's current situation, we suggest the following three-phased process to land disposition and development:

Phase 1: Preliminary Strategic Assessment: The initial phase would focus on assessing site and development options throughout the District's real estate portfolio and its integration into the College's Master Plan. In this phase we would focus on process organization, project goals and objectives, decision-making protocols, and coordination with other consultants. This effort would result in a recommended approach and "plan to plan" that would form the basis for specific planning and entitlement efforts. This phase would identify and evaluate options, address City and community issues, and create a strategic plan to guide the disposition process. During Phase 1, we also inform the local marketplace (prospective developers, owners, brokers) that the District is moving forward in a systematic and disciplined way. In our experience, the ultimate, successful Developer/Partner has almost always been exposed to the project during Phase 1.

Specific tasks would include 1) Evaluation of the existing Master Plan, outlining options and concepts, 2) Evaluation of current real estate assets and facilities, 3) Evaluation of the college's current and projected student housing needs, demand characteristics, pricing, critical project sizing requirements and phasing

4) Preliminary discussions with student housing developers, owners, operators, and brokers to ascertain levels of interest, opinions of feasibility, and development concepts, 5) Determination of city requirements for entitlements and CEQA, and 6) Development of a 'Strategic Plan' with final recommendations.

The PPV team will want to work closely with the District's legal counsel from project inception to ensure seamless transition from initial planning to project negotiations and documentation.

Estimated Duration: 90 - 180 days

• this phase provides the framework for entitlements and project implementation

Phase 2: Project Planning / Pre-Development: This phase would develop the implementation plan for the designated pilot project, which at this time is anticipated to be a student housing project on surplus District land. Concurrently, PPV would manage project-related pre-development tasks, including preliminary market assessment, land use and product plan, preliminary entitlement agreements, identification of disposition parcels, design concepts, functional relationships to the campus, economic benefits to the college and District, financial feasibility, and market and community acceptance. Land use and development programs would be refined based on mission-related criteria including: mission "fit" and compatibility, revenue enhancement and/or cost reduction potential, enhanced quality of campus life, sustainability, and community compatibility. Risks to the District would be clearly identified and evaluated. The plan would need to be both clear and flexible in terms of timing of development of the various parcels. The pre-development work would be the basis for either a project to be developed, owned, financed and operated by the District, or the basis of a developer solicitation based on a ground-lease scenario. This phase would provide the framework for project implementation.

Estimated Duration: 90 - 120 days.

Phase 3: Project Implementation and Program Development: Upon authorization, PPV would proceed with the specific project(s) and would manage the implementation from plan to fruition. In the case of a District-developed and operated project, PPV would oversee and manage refinement the project plan, manage the design document process, oversee bond counsel, and assemble and direct a construction management team.

In the case of a developer solicitation for a ground lease, this phase would include preparation of the appropriate developer solicitation materials, management of the solicitation (RFQ/RFP) and election process, and negotiation assistance of the ultimate documentation (i.e. Developer Agreements and Ground Lease). PPV would manage conformance with Government and Ed Code procedural requirements and would work with the successful Lessee to secure all necessary City approvals for development and to ensure proactive and positive community relations.

PPV would coordinate and proactively manage on behalf of the District, all stakeholder relations throughout the disposition process. PPV will provide a more detailed description of typical project services at a higher level of detail upon request.

Estimated Duration: TBD

B. EXPERIENCE

1. ABOUT PUBLIC PRIVATE VENTURES, INC. ("PPV"):

PPV is an affiliation of seasoned and successful professionals who combine in-depth experience in all facets of asset development, with a track record of success in managing public-private real estate transactions on behalf of community colleges throughout California.

PPV, founded in the early 1980's, is a pioneer and leader in pro-active real estate asset management, acquiring and disposing of public and college real estate. PPV is a partner-advocate for its college clients, offering and managing the full array of services related to revenue enhancement, asset optimization, land development, acquisition and development, and program partnerships.

PPV principals have been the lead Asset Managers and Owners Representatives for over twenty (20) California Community College Districts, the State of California, Los Angeles and Orange Counties, numerous municipalities, including Costa Mesa, UC Davis, Cal Poly Pomona, CSU Channel Islands, and Art Center College of Design.

PPV has managed the disposition (by way of sale or ground lease) of over \$3 billion in public real estate assets over the past thirty years. While several of the projects described below resulted in fee sales, rather than ground leases, the basic process and keys to success of developing plans, soliciting offers, and negotiating the best possible value is very much the same in either case.

PPV has extensive experience and intimate knowledge of the Orange County and Southern California real estate development community, both public and private sectors. For further information regarding PPV, its projects and accolades, please visit the Portfolio and Accolades pages of PPV's website at: **www.publicprivateventures.net**

2. RELEVANT PROJECT EXPERIENCE / PREVIOUS ENGAGEMENTS:

PPV's experience over the past thirty years of daily practice is the bedrock of our approach, practice, and our work ethic. We believe that any asset development project stemming from this assignment with OCCCD will need to succeed in meeting three basic challenges:

- a. Create significant, stable and secure revenue streams from under-utilized real estate.
- b. Facilitate positive community connections.
- c. Create on-campus housing to support student life and attract new international students.

Several notable projects underscore PPV's ability to successfully meet these challenges. The projects noted below are described in greater detail on the PPV website at **www.publicprivateventures.net**

a) CREATING NEW REVENUE STREAMS:

Since 1982, PPV principals have overseen and managed over \$3 billion in asset management transactions on behalf of public clients. *Several notable projects include:*

- <u>Cal Poly Pomona, Innovation Village, Pomona, CA</u>: PPV was responsible for planning and managing the initial implementation phase of the 80-acre, master-planned R & D Business Park and Incubator Center. Innovation Village currently includes over 960,000 sf of R & D, including Southern California Edison and the Red Cross as major R & D tenants. The project generates over \$3 million per year in ground-rent to the University. PPV helped secure a NASA Incubator capital grant.
- <u>UC Davis Medical Center, Davis, CA</u>: PPV was responsible for planning and disposition of property for the ground-lease development of a Marriott Residential Hotel geared to the needs of hospital out-patients. The hotel generates significant ground rent income.
- Cal State Channel Islands, Camarillo, CA: Initially on behalf of the Office of the Governor, and subsequently as advisor and program manager for CSU Channel Islands, to date 950 private residential units have been developed and sold, 1,200 beds of student housing have been constructed (with more on the way), and up to 400,000 sf of campus-related R & D (similar to Cal Poly's Innovation Village), is in the early stages of development. PPV co-authored the "University Financing District", which directs real estate taxes derived from university-related developments on campus land to the District which services over \$70 million in bonds sold to develop the campus.
- West Valley Center, College of the Desert, Palm Springs, CA. PPV managed the acquisition from the City of Palm Springs of a new 120-acre campus property at no cost to the District and successfully negotiated full development rights and entitlements for up to 250,000 sf of campus-related commercial development. The District will receive 50% of the real estate taxes received by the City for this development to support campus development and operations. PPV managed the ground-lease of 60-acres of the campus property for a solar photovoltaic field developed and operated by Southern California Edison.

b) CREATING POSITIVE COMMUNITY CONNECTIONS:

PPV pioneered the concept of "Campus-Centered Communities" (at existing campuses in built-up communities by creative re-use of underutilized land, and as featured amenities in master-planned new communities). The concept is to create "the college as a focal point of community life". PPV authored a white paper called "Campus-Centered Communities" that has been shared with many districts, the Chancellor's Office, CCLC and was presented to the Governor's Office. Representing public land agencies, PPV has been successful in securing development entitlements from local jurisdictions, including re-zonings, general plan amendments, and CEQA certifications. PPV principals have provided advisory and management services to over fifty municipalities, mostly in Southern California, and PPV has managed the development of integrated asset development plans for over twenty (20) community college campuses and centers, each creating opportunities for private sector development of a full spectrum of campus and community-serving uses, including student housing, active senior housing, faculty housing, R & D, office, incubator uses, and community-serving facilities.

Notable projects include:

• Chaffey College Park Center, Chino, CA._ PPV was retained by the State of California to dispose of 840-acres of surplus land at the Chino Institute for Men. PPV prepared a master development plan centered on a new campus for Chaffey College, including 2,300 dwelling units and supporting commercial facilities. The community was named "College Park" and has been one of the most successful residential projects in the Inland Empire. Based on the plan, Chaffey successfully passed a bond and has constructed its first three classroom facilities at the new campus site. The City has created a 160-acre regional recreation center that shares athletic facilities and a community center with the college. The college is the center for community life at College Park.

• Ohlone College, Fremont, CA. PPV developed an asset management plan and secured City approval for the development of 12 prime acres for a mix of retail and residential uses that would serve the college and provide a catalyst for area-wide commercial revitalization. Similar asset development plans have been prepared and adopted at Pierce College, Gavilan, Kern, Desert, and the Antelope Valley Palmdale Center.

c) CREATING CAMPUS HOUSING TO SUPPORT STUDENT LIFE:

To date, there is little precedent for on-campus student housing at California Community Colleges. However, Orange Coast College is uniquely positioned due to its location, area demographics, and its established international student enrollment to support on-campus housing.

PPV principal John Gunn has successfully managed the development of student housing. He master planned and entitled 185-units of student housing for the Art Center College of Design in Pasadena, and was Managing Director for the development of University Gateway, an award-winning 1640-bed student housing facility at USC.

<u>Private Development Experience:</u> Goodell and Gunn also have extensive private sector development experience, primarily in multi-family, student and senior housing, office, retail, and mixed-use development. While at several private development companies, Gunn has managed or developed over 2,500 units of multi-family housing and over 4 million square feet of retail assets throughout California and Washington. Jim Goodell developed award-winning multifamily housing in California and Washington, and has managed the integration of on-campus student housing into Facilities Master Plans for eight campuses.

3. KEY INDIVIDUALS & SPECIFIC QUALIFICATIONS

PPV will be represented by Jim Goodell (President & Principal-in-Charge), John Gunn (Project Manager), Allan Kotin (Ground Lease transaction), and Donald Brackenbush (Planner).

a) JIM GOODELL (Principal-in-Charge – President):

Jim will provide guidance and direct project involvement in strategic planning, program management, development planning and negotiations. Jim is a pioneer in representing public agencies (most recently on behalf of California Community Colleges) to pro-actively manage their real estate portfolios, including strategic land acquisitions and the disposition and development of surplus property. Jim specializes in strategic planning, master planning, project entitlements and the management of complex public-private projects. Over his thirty-year career, Jim has provided planning and development leadership and disposition services for over \$3 billion of underutilized real estate assets for a variety of public-private projects for the State of California, Los Angeles County, Orange Counties, University of California, the Cal State University system, numerous cities, and several health care institutions. Jim has authored over 50 redevelopment plans in California cities, often being retained long-term by his public clients to manage implementation efforts on their behalf. Jim's projects include the Third Street Promenade in Santa Monica, Downtown Long Beach, Downtown San Diego, and downtown Phoenix, AZ. As author of the Master Plan for Old Pasadena, President of the Pasadena Central Improvement Association, and as developer of seven of the earliest projects, Jim was a major force in the revitalization and redevelopment of Old Pasadena, one of the most successful, multiple award-winning programs of its kind in the country. Jim now oversees the revenue enhancement programs for more than twenty California community college districts.

Jim earned two Master of Arts degrees from the University of Pennsylvania, one in Architecture and one in City Planning, as well as a Bachelor of Arts degree in Architecture from the University of Nebraska. Jim is certified in the Executive Education Program at Harvard Business School and is affiliated with the Urban Land Institute (Trustee-Executive Committee-Public/Private Partnership Council), Chair-Los Angeles District Council; USC School of Policy, Planning and Development-Advisory Board; Lusk Center USC-Developer in Residence, 1991.

b) JOHN GUNN (Project Principal - Program Manager):

John will oversee and manage the PPV team's engagement on a day-to-day basis. John will direct the work program and will be responsible for coordination with the District team. John is a senior level executive with over 25 years experience in public/private, education-related, retail, multi-family, and mixed-use development having built, entitled and/or managed over 4 million square feet of retail and 2,500 units of multi-family throughout the western United States. John is a proven leader and integral team member with broad expertise in real estate development, investment analysis, strategic planning, feasibility, acquisition, disposition, entitlements, finance, asset management, marketing, design and construction.

As Owner's Representative for Art Center College of Design in Pasadena, John completed the college's 20-year campus master plan and managed the planning, acquisition, entitlement, design and construction of the college's 100,000 square foot, adaptive re-use, LEED "Gold" certified, "South Campus". As Vice President of Development for Pierce Education Properties, John was responsible for the acquisition, feasibility, design and construction of new ground-up and adaptive re-use student housing and education related buildings on a national platform. As the Managing Director of Urban Partners, LLC, John was responsible for the planning and development of complex, mixed-use, public/private, transit-oriented projects in urban locations throughout California and Washington, including over 1,400 units of multi-family and 200,000 square feet of retail assets, all of which were public/private. As EVP of The Hapsmith Company, John was responsible for a 3.5 million square foot retail portfolio. As a VP at Union Bank, John was responsible for underwriting over \$1 billion of real estate loans for multi-family and commercial developments throughout California.

John earned a Master of Real Estate Development degree from the University of Southern California and a Bachelor of Science Degree in Construction Management from the University of Washington. John is a licensed real estate broker in the state of California (DRE Lic. #01281065) and is affiliated with the International Council of Shopping Centers; Urban Land Institute; USC School of Policy, Planning and Development; and Lusk Center at USC.

c) ALLAN KOTIN (Project Principal - Finance-Lease Structuring):

Allen will be engaged on a focused, task-specific basis. Allan's 48 years of experience in structuring and negotiating ground leases on behalf of the County of Los Angeles, and numerous other public agencies will provide guidance and support in preparing the appropriate solicitation materials, and in evaluating and negotiating lease agreements. Allan has extensive experience in financial analysis, financial structuring, and transaction negotiation for public agencies and private clients. Acting on behalf of many public agencies, including Los Angeles, Ventura and Contra Costa Counties, BART, the MTA in Los Angeles, CSUN, Cerritos Community College and over 30 California cities. Allan's assignments have included development of asset management strategies, preparation of RFQ's and RFP's, sale-leaseback and lease-leaseback transactions, design-build agreements, developer selection, negotiation support, feasibility analysis, and identification and structuring of public and Public/Private financing mechanisms.

Allen's education includes B.A. and M.A. degrees in economics from UCLA and postgraduate study at Harvard. Allan has lectured widely on the subject of ground leasing of public land.

d) DONALD BRACKENBUSH, AIA, AICP (Project Principal – Planning):

Donald will help develop the Phase 1 master development plan to incorporate the appropriate planning, phasing, and development standards into the property solicitation materials. Donald is PPV's lead principal for master planning, design, engineering and the environmental aspects of all PPV projects. Donald brings over 30 years of executive experience to each assignment having served as Director of Planning for AC Martin Partners, West Coast Regional Manager for WRT, President of Ahmanson Land Company, and SVP in charge of planning and development for Home Savings. Donald worked on the asset development programs for CSU Channel Islands, Cal Poly Pomona, and the 850-acre campus-centered master planned community of College Park. Donald oversees PPV's work with several college districts, including Desert, Antelope Valley and Kern.

Donald earned a Masters of Planning and Architecture degree from the University of Pennsylvania, a Bachelors of Architectural Engineering from Ohio University, and is a licensed architect (CA & PA).

4. UNIQUE QUALIFICATIONS:

In summary, the PPV team is uniquely qualified to assist the District with this assignment based on the following factors:

- Strong network and presence in the California community college community;
- Fully integrated approach (Strategic Planning / Feasibility / Implementation);
- Each Project Principal has over 25 years relevant experience;
- Strong connection to the State Chancellor's office and Community College process;
- Extensive experience with 20 California Community Colleges;
- Working knowledge of the Orange County public and private sector real estate and development interests
- Experience with applicable government and Education Code provisions;
- Expert at working with local jurisdictions and communities;
- Entitlements, zoning, economic development, & entitlement processing background;
- Strong Retail, Multi-family, student & senior housing and mixed-use development;
- Expert in complex financial structuring (ground leases, etc.);
- Specialists in master planning, evaluation and strategic and management support.
- C. LOCATION:

PPV consultants are conveniently located in Pasadena, California at:

115 W. California Blvd., Suite 151, Pasadena, California 91105

D. COSTS / FEE SCHEUDLE:

Hourly Billing Rates:

- Principals at \$190/hour *
- Associates at \$110/hour *
- Technical Support at \$50-\$80/hour *
- Direct project-related expenses are billed at cost (no mark-up)
 - * Participation option:

PPV will condition payment of a portion of its fees to successful performance of the assignment

Public Private Ventures Page 10 of 10

EXHIBIT 'B' CONSULTANT'S CERTIFICATES OF INSURANCE AND ENDORSEMENTS



AMENDMENT TO THE SOFTWARE MAINTENANCE AGREEMENT

ELLUCIAN SUPPORT INC.

4 Country View Road, Malvern, Pennsylvania 19355 FAX Number (610) 578-3700 ("Maintenance Provider")

and

COAST COMMUNITY COLLEGE DISTRICT

1370 Adams Avenue, Costa Mesa, California 92626 ("Licensee")

Maintenance Provider and Licensee are parties to the Software Maintenance Agreement dated September 27, 2005, as thereafter amended (the "Maintenance Agreement"). Licensee now desires to obtain from Maintenance Provider Improvements for the Licensed Software identified in this Amendment (the "Maintenance Amendment"), on the terms and conditions of the Maintenance Agreement, as modified by this Maintenance Amendment. This Maintenance Amendment is entered into by the parties on the latest date shown on the signature page of this Maintenance Amendment (the "Execution Date"). Maintenance Provider's obligations hereunder will commence on June 1, 2012 (the "Commencement Date"). Maintenance Provider and Licensee, intending to be legally bound, agree as follows:

1. <u>Defined Terms</u>. Unless specifically defined herein, all terms defined in the Maintenance Agreement will have the same meaning when used in this Maintenance Amendment.

2. Amendment to and Modification of Maintenance Agreement.

- (a) Maintenance Provider agrees to provide Improvements with respect to the additional Component Systems identified in the attached Exhibit 1, on the same terms and conditions as the Maintenance Agreement for the period and for the fee specified in the attached Exhibit 1. The term of the Maintenance Agreement is deemed to be extended as provided for in the attached Exhibit 1 for purposes of this Maintenance Amendment. Any amounts indicated on the attached Exhibit 1 are in addition to all other amounts payable under the Maintenance Agreement.
- (b) Notwithstanding anything to the contrary set forth in the Maintenance Agreement, Licensee will have the option (the "Early Termination Right") to terminate this Maintenance Amendment at its convenience effective on each date identified in Exhibit 1 as an "Optional Termination Date" by providing written notice to Maintenance Provider at least three (3) months prior to such Optional Termination Date. To the extent that Licensee exercises its Early Termination Right and the corresponding Optional Termination Date occurs in the middle of a Contract Year, then Licensee will be obligated to pay the Improvements fees on a prorated basis only through the Optional Termination Date. Maintenance Provider will, as of the Optional Termination Date, have the right to invoice Licensee for any Improvements fees due up to and including the Optional Termination Date that have not then been paid by Licensee, or (as applicable) will refund any Improvements fees prepaid for any period following the Optional Termination Date. Absent Maintenance Provider's receipt of written notice in accordance with the above, this Maintenance Amendment will remain in full force and effect in accordance with its terms and Licensee will be deemed to have waived its right to exercise the applicable Early Termination Right.
- (c) The hours during which Maintenance will be provided for each Component System, the targeted response times for certain defined categories of Maintenance calls for each Component System, and other details and procedures (collectively, the "Maintenance Standards") relating to the provision of Maintenance for each Component System are described in the applicable Supplement attached as Exhibit 2 hereto. To the extent that a different Maintenance Standard applies to certain of the Component Systems than that which applies to others, the Maintenance Standard applicable to each Component System will be described in the table in Exhibit 1 and the corresponding Supplements will be attached in Exhibit 2.

3. <u>Integration Provision</u>. Except as expressly modified by this Maintenance Amendment, the Maintenance Agreement will remain in full force and effect. As of the Execution Date, the Maintenance Agreement, as further amended by this Maintenance Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Maintenance Amendment are non-cancelable, and the amounts paid under this Maintenance Amendment are nonrefundable, except as provided in this Maintenance Amendment. By the execution of this Maintenance Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.

Maintenance Provider	Licensee
BY:	BY:
PRINT NAME:	PRINT NAME:
PRINT TITLE:	PRINT TITLE:
DATE SIGNED:	DATE SIGNED:

Licensee:

Coast Community College District

PARTIAL YEAR PAYMENT/DUE DATE:

\$4,625 due on the Execution Date for the period June 1, 2012

through September 30, 2012.

FIRST ANNUAL CONTRACT YEAR PAYMENT DATE: October 1, 2012

OPTIONAL TERMINATION DATES: May 31, 2015 and May 31, 2018

Component System(s)	Contract Year Begins/Ends	Expiration Date	Maintenance Standards	Initial Payment Amount
DegreeWorks 1	October 1/September 30	September 30, 2022	Silver	Included
TreQ	October 1/September 30	September 30, 2022	Silver	Included
TOTAL:	·			\$14,059

For the Baseline Component Systems set forth in the table above, the "Initial Payment Amount" represents the amount due on the First Annual Contract Year Payment Date for Improvements for the first full Contract Year. Fees for Improvements for each subsequent Contract Year are payable on the anniversary of the First Annual Contract Year Payment Date. Improvement fees for the second Contract Year and for each subsequent Contract Year prior to the Expiration Date will be specified by Maintenance Provider in an annual invoice and will increase by not more than 4% over the amount payable for Improvements for the immediately preceding Contract Year. Improvement fees for any Contract Year subsequent to the Expiration Date will be specified by Maintenance Provider in an annual invoice and will increase by not more than 10% over the amount payable for Improvements for the immediately preceding Contract Year.

¹ The Steno Run-Time Library product embedded in the Baseline DegreeWorks Component System is owned by a third party.

I. Defined Terms:

"Notification" means a communication to Maintenance Provider's ActionLine by means of: (i) Maintenance Provider's Customer Support Center; (ii) the placement of a telephone call; or (iii) the sending of an e-mail, in each case, in accordance with Maintenance Provider's then-current policies and procedures for submitting such communications.

"Priority One Call" means a Notification that Licensee believes that a Documented Defect has caused: (i) a full failure (i.e., "crash") of its computer system; (ii) a full failure of the Licensed Software; or (iii) a failure of its computer system or the Licensed Software which, in either case, prevents Licensee from performing data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Two Call" means a Notification that Licensee believes that a Documented Defect has caused a partial failure of Licensee's computer system or the Licensed Software which significantly hinders its ability to perform data processing which is critical to Licensee's operations on the day on which the alleged Documented Defect is reported.

"Priority Three Call" means a Notification that Licensee believes that a Documented Defect has caused an intermittent failure of, or problem with, its computer system or the Licensed Software that causes a significant delay in Licensee's ability to perform data processing on the day on which the alleged Documented Defect is reported, but where the processing is not critical to Licensee's operations.

"Priority Four Call" means a Notification that Licensee believes that a Documented Defect has caused a problem with its computer system or the Licensed Software that does not significantly affect critical processing.

II. Hours During Which Maintenance Provider's "ActionLine" Telephone Support Will be Available to Licensee in Connection with the Provision of Maintenance: Seven (7) days per week, 24 hours per day.

Note: Maintenance Provider's ActionLine uses an automated answering system to receive and record telephone calls from clients, as well as to receive reports via Maintenance Provider's Customer Support Center and e-mail. This system allows Maintenance Provider's ActionLine staff to classify, prioritize, record basic details, conduct certain research, and assign a consultant to respond to a client's telephone call.

III. Targeted Response Times. With respect to Maintenance Provider's Maintenance obligations, Maintenance Provider will use diligent, commercially reasonable efforts to respond to Notifications from Licensee relating to the Baseline Component Systems identified in Exhibit 1 in accordance with the following guidelines:

Priority One Calls –two (2) hours or less.

Priority Two Calls - four (4) hours or less.

Priority Three Calls - twenty-four (24) hours or less.

Priority Four Calls – seventy-two (72) hours or less.

Notes: (1) For purposes of these targets, a "response" will mean as an initial contact from an Maintenance Provider representative to Licensee to begin evaluation of the problem reported under one of the categories of calls identified above; (2) As a prerequisite to Maintenance Provider's obligation to respond to Licensee, Licensee must follow the policies and procedures of Maintenance Provider's ActionLine (such as the dialing of a particular phone number, the categorization of a particular problem, etc.) when submitting its Notification.

AMENDMENT TO THE SOFTWARE LICENSE & SERVICES AGREEMENT

ELLUCIAN COMPANY L.P.

(successor by assignment to SunGard Higher Education Inc.) 4 Country View Road, Malvern, Pennsylvania 19355 FAX Number (610) 578-3700 ("Licensor")

and

COAST COMMUNITY COLLEGE DISTRICT

1370 Adams Avenue, Costa Mesa, California 92626 ("Licensee")

Licensor and Licensee are parties to the Software License & Services Agreement dated September 27, 2005, as thereafter amended (the "Agreement"). Licensee now desires to obtain from Licensor the additional Licensed Software identified in this Amendment and, further, to have Licensor provide Licensee with the additional information technology services for such Licensed Software, all on the terms and conditions of the Agreement, as modified by this Amendment. Licensor and Licensee, intending to be legally bound, agree as follows:

1. <u>Defined Terms</u>. Except as otherwise set forth herein, each defined term in the Agreement has the meaning ascribed to that term in the Agreement when the term is used in this Amendment. Further, for purposes of this Amendment, and with regard to each other Amendment entered into subsequently by the parties: the term "Execution Date" means the latest date shown on the signature page of the Amendment in question; and in addition, and notwithstanding any other meaning that may have been ascribed to this term in the Agreement, the term "Delivery Address" means the Licensee shipping address set forth in Exhibit 1 as the Delivery Address, or a location, computer or electronic repository at such Delivery Address; and the term "Delivery Date" means, for each Component System, the date on which Licensor ships or otherwise makes the Component System available to the Delivery Address F.O.B. Malvern, Pennsylvania.

2. Amendment to and Modification of Agreement.

- (a) <u>License Grant</u>. Licensor grants Licensee the right to use the additional Licensed Software identified on the attached Exhibit 1 for the additional fees set forth in the attached Exhibit 1, on the terms and conditions set forth in the Agreement as modified by this Amendment.
- (b) <u>Payment Terms</u>. Except with respect to license fees due on the Execution Date, Licensor has the right to charge a late fee on any payment that is past-due. With respect to license fees due on the Execution Date as provided for in the attached Exhibit 1, Licensor will have the right to charge a late fee to the extent that payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on the formula otherwise provided for in the Agreement.
- 3. <u>Integration Provision</u>. Except as expressly modified by this Amendment, the Agreement will remain in full force and effect. As of the Execution Date, the Agreement, as further amended by this Amendment constitutes the entire understanding of the parties as regards the subject matter hereof and cannot be modified except by written agreement of the parties. Both the transaction provided for in and the fees due under this Amendment are non-cancelable, and the amounts paid under this Amendment are nonrefundable, except as provided in this Amendment. By the execution of this Amendment, each party represents and warrants that it is bound by the signature of its respective signatory.
- **Delivery.** Licensor will deliver or otherwise make the Baseline Component Systems identified in Exhibit 1 available for electronic download by Licensee as otherwise provided for in Exhibit 1.

Licensor	Licensee
BY:	BY:
PRINT NAME:	PRINT NAME:
PRINT TITLE:	PRINT TITLE:
DATE SIGNED:	DATE SIGNED:

Licensee:

Coast Community College District

Delivery Address:

1370 Adams Avenue, Costa Mesa, California 92626

EQUIPMENT: Host(s) or client server configuration(s) and/or combinations of host(s) and client server configuration(s) within the United States of America for which Licensor supports the Licensed Software. Licensee acknowledges that certain Component Systems of the Licensed Software may require specific host or client configurations. Licensee, as soon as reasonably practicable, will provide a detailed written description of the Equipment so that Licensor can confirm that it is a configuration on which Licensor supports use of the Licensed Software. Licensor will then advise Licensee whether Licensor supports or does not support use of the Licensed Software on the proposed configuration. If Licensor does not support use of the Licensed Software on the proposed configuration, Licensee must propose a new configuration until Licensor does confirm that it supports use of the Licensed Software on the proposed configuration.

NOTICE: To use any of the Licensed Software, Licensee must also obtain, install on the Equipment and maintain Licensor-supported versions of certain software products and software/hardware peripherals. By this notice, Licensor is advising Licensee that Licensee should consult with its Licensor Professional Services representative to obtain a written listing of such necessary software products and software/hardware peripherals.

TABLE 1 - LICENSED SOFTWARE:

Component System	Source Code Licensed? (yes/no)	Software Supplement	Fee
DegreeWorks ¹	Yes for Licensor-proprietary components only	None	Included
TreQ 1	No	None	Included
TOTAL LICENSE FEE:			\$77,080

Notes to Table 1:

PAYMENT: For the Component Systems indicated above, the "TOTAL LICENSE FEE" identified in Table 1 will be due on the Execution Date.

<u>DELIVERY</u>: BASELINE COMPONENT SYSTEM ELECTRONIC AVAILABILITY TO CONSTITUTE "DELIVERY": Licensor will make the Baseline Component Systems listed in Table 1 of this Exhibit 1 available to Licensee for electronic download to the Delivery Address (the parties acknowledging that Licensor will have discharged its obligation of delivery for a Baseline Component System when Licensor has so made the Baseline Component System available for electronic download to the Delivery Address) within thirty (30) days after the Execution Date.

Number of Software Supplements Attached: None

DegreeWorks includes a limited use license for Steno Run-Time Library, a third party-owned product which is licensed to Licensee only for use with the DegreeWorks Component System. As of the Execution Date, the following third party software and hardware/peripheral products are not included in the fees payable to Licensor under this Amendment and must be separately acquired by Licensee, and without limitation, are required in order to use the Component System identified in the table above: OpenSSL 0.9.7+, Apache FOP .95, Apache DdlUtils 1.0, Apache log4j 1.2.15, Apache Xalan Java 2.4.0, Apache Xerces 1.4.4, Apache Tomcat 6.0, JSAP Java Parser 2.1, Java 1.6 JDK, Perl 5.8, GCC 4.1.2 (GNU Compiler Collection) with neurses-devel package; Oracle 10g or 11g database license (with the Pro*C compiler); either a Unix Server with one of the following: HP-UX 11i, or Solaris 10, or AIX 5.3 or 6.1 -or- a Linux server with Red Hat ES4, AS4, or Enterprise 5 or 6; and on Licensee's web server, either Perl 5.6 if it is Windows-based, or Perl 5.8 if it is Unix/Linux-based. Licensee must obtain licenses to these products from the applicable third party owner and/or from the owner's authorized vendors. In addition, any usage in TreQ of Electronic Data Interchange (EDI) requires the Liaison Technologies Delta 5.0 Runtime and Xalan-Java 2.4.0.

SERVICES WORK ORDER

This Services Work Order (the "Work Order") amends the Software License and Services Agreement having an Effective Date of September 27, 2005, as thereafter amended (the "Agreement") between Ellucian Company L.P. (successor by assignment to SunGard Higher Education Inc. and hereinafter referred to as "Service Provider") and Coast Community College District ("Licensee"). This Work Order is deemed made and effective as of the date that it has been signed by both parties ("Execution Date"). Each term defined in the Agreement will have the meaning given to that term in the Agreement whenever used in this Work Order.

Services, Generally

Service Provider will provide Licensee with the additional time and materials services identified in the table set forth below, during the period specified in the table. For the avoidance of doubt, this is not a "fixed fee" or "not to exceed" arrangement, but rather a time and materials engagement in which Licensee will pay Service Provider at the hourly rate provided for in the table:

SERVICES TABLE 1, 2, 3;

Description	Service Amount	Rate 1	Fee ²
DegreeWorks Full Service Implementation	1,070 person-hours	\$180 per person-hour	\$192,600
TreQ implementation	40 person-hours	\$180 per person-hour	\$7,200
Project Management Small Project	600 person-hours	\$180 per person-hour	\$108,000
TOTAL SERVICES FEE:			\$307,800

Notes to Services Table:

Hourly rates specified in this table will be held in place for services rendered on this implementation project for a period beginning on the Execution Date and ending one (1) year later. Hourly rates applicable to services rendered on this implementation project during the second year following the Execution Date will increase by 5% over the hourly rates applicable during the first year. Thereafter, services will be provided on a time and materials basis at hourly rates equal to Service Provider's then-current list price rates for the services at issue.

Travel and living expenses are additional and will be billed monthly as Service Provider renders the services. Licensee is advised that, without limitation, Service Provider personnel rendering services bill for travel time, preparation time, and follow-up time. Where a number of hours is specified in the table with an associated hourly rate, the "Fee" is a good faith estimate based on the information available to Service Provider as of the Execution Date. The total amount that Licensee will pay for these services (i.e., the "TOTAL SERVICES FEE") will vary based on the actual number of hours of services required to complete the services and the rate that is applicable during that year in which the services are rendered.

Projected Schedule

The estimated start date for the services provided above is May 16, 2012 ("Planned Start Date") and the estimated end date for such services is May 15, 2013 ("Planned End Date"). The designation of a Planned Start Date and a Planned End Date is not a representation by Service Provider that particular services will begin or be completed on such dates, but are merely estimates provided for preliminary scheduling and planning purposes. Service Provider's obligation to provide services as of any particular date is subject to the then-current availability of appropriate Service Provider resources to provide such services.

Service Provider Performance Dependencies

Without limitation, Licensee will provide:

Project leader – Licensee will provide a primary contact that will work directly with the Service
Provider manager to assist and coordinate activities related to this engagement, such as
meetings, interviews, and acceptance of deliverables.

- Access to appropriate staff Licensee will provide access to key individuals or groups for information-gathering purposes and interviews in relation to the performance of Service Provider's services.
- Access to information Licensee will provide access (where available) to procedures documents, published strategy and tactical documents, process requirement documents, etc. for informationgathering purposes in relation to the performance of Service Provider's services.
- Access to institution environment Licensee will provide access to the administrative systems and information in relation to the performance of Service Provider's services.
- Cooperation and Assistance Licensee will cooperate with and assist Service Provider as necessary to enable Service Provider to render the services described herein.

Invoicing and Payment Terms

Invoices will be submitted on a monthly basis in arrears. Licensee will be invoiced for person-hours actually rendered and reimbursable expenses incurred by Service Provider during the applicable monthly period. Invoices are payable as otherwise provided for in the Agreement, and late payments are subject to late charges as otherwise provided for in the Agreement.

Once Licensee and Service Provider have scheduled a specific date during which Service Provider will provide services under this Work Order, Licensee will be obligated to pay Service Provider for such scheduled services, unless Licensee notifies Service Provider at least thirty (30) days prior to the date which Service Provider is scheduled to perform such services that Licensee would like to reschedule or cancel the provision of such services. Requests for any additional services beyond those set forth herein will be provided at Service Provider's then-current rates under separate written amendment that is signed by both parties.

Integration Provision

Except as expressly modified by this Work Order, the Agreement remains unchanged and in full force and effect. As of the Execution Date, the Agreement, as further amended by this Work Order, constitutes the entire understanding of the parties as and cannot be modified except by written agreement of the parties. By the execution of this Work Order, each party represents and warrants that it is bound by the signature of its respective signatory.

Confirmed:

Service Provider	Licensee	
BY:	BY:	
PRINT NAME:	PRINT NAME:	· · ·
PRINTTITLE:	PRINT TITLE:	
DATE SIGNED:	DATE SIGNED:	

ACADEMIC CALENDAR 2012-2013

Coastline Community College - Orange Coast College - Golden West College

16 - Week Calendar

Fall 2012 - REVISED

First Day of Instruction Labor Day (holiday) Second Eight Week Classes Begin Veteran's Day (holiday) Thanksgiving (holidays) Last Day of the Semester	Labor Day (holiday) Second Eight Week Classes Begin Veteran's Day (holiday) Thanksgiving (holidays)	
Fall 2012 Faculty Duty Days Total Fall 2012 Instructional Days	87 104	
Winter Break		*Monday, December 17, 2012 – Tuesday, January 1, 2013

Winter Intersession 2013

	White Intersession 2013
First Day of Instruction	Wednesday, January 2, 2013
Martin Luther King Day (holiday)	Monday, January 21, 2013
Winter Intersession Ends	Friday, January 25, 2013

	Spring 2013	
First Day of Instruction		Monday January 28, 2013
Lincoln's Day (holiday)		Friday, February 15, 2013 -
Washington's Day (holiday)		Monday, February 18, 2013
Spring Recess (holidays)		Monday, March 25, 2013 -
•		Sunday, March 31, 2013
Second Eight Week Classes Begin		Monday, April 1, 2013
Last Day of Semester		Sunday, May 26, 2013
Memorial Day (holiday)		Monday, May 27, 2013
Spring 2013 Faculty Duty Days	88	
Total Spring 2013 Instructional Days	108	
Total Faculty Duty Days	175	
Total Instructional Days	212	

Note: Cesar Chavez's Birthday is March 31, 2013 - Local recognition the week of March 18, 2013

^{*}Classified and 12-month employees begin holiday break on Wednesday, December 19, 2012.

ACADEMIC CALENDAR 2012-2013 Coastline Community College - Orange Coast College - Golden West College

Special Programs and Services 18-Week Calendar

Fall 2012 REVISED

First Day of Instruction		Monday, August 27, 2012
Labor Day (holiday)		Monday, September 3, 2012
Veteran's Day (holiday)		Friday, November 9, 2012
		Monday, November 12, 2012
Thanksgiving (holidays)		Thursday, November 22, 2012 -
		Sunday, November 25, 2012
Winter Break		*Monday, December 17, 2012 -
		Tuesday, January 1, 2013
Classes Resume		Wednesday, January 2, 2013
Last Day of the Semester		Saturday, January 12, 2013
Fall 2012 Faculty Duty Days	87	
Total Fall 2012 Instructional Days	100	
Total Lan 2012 mondonan Days	100	

Spring 2013

First Day of Instruction Martin Luther King Day (holiday) Lincoln's Day (holiday) Washington's Day (holiday) Spring Recess (holidays)		Monday, January 14, 2013 Monday, January 21, 2013 Friday, February 15, 2013 - Monday, February 18, 2013 Monday, March 25, 2013 - Sunday, March 31, 2013
Classes Resume Last Day of Semester Memorial Day (holiday)		Monday, April 1, 2013 Saturday, May 25, 2013 Monday, May 27, 2013
Spring 2013 Faculty Duty Days Total Spring 2013 Instructional Days	88 104	
Total Faculty Duty Days Total Instructional Days	175 204	

Note: Cesar Chavez's Birthday is March 31, 2013 - Local recognition the week of March 18, 2013.

^{*}Classified and 12-month employees begin holiday break on Wednesday, December 19, 2012

CLASSIFIED/ADMINISTRATIVE HOLIDAY SCHEDULE 2012-2013 - REVISED

July 4, 2012 (Wednesday)
September 3, 2012 (Monday)Labor Day
November 9, 2012 (Friday)
November 22 - November 23, 2012 (Thurs-Fri)Thanksgiving Holiday
December 19, 2012 (Wed.) - January 1, 2013 (Tue.)
January 21, 2013 (Monday)
February 15, 2013 (Friday)Lincoln's Day
February 18, 2013 (Monday)
March 29, 2013 (Friday)Spring Holiday
May 27, 2013 (Monday)Memorial Day

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RESOLUTION # 12-16

A Resolution and Order of the Board of Trustees of the Coast Community College District of Biennial Trustee Election and Specifications of the Election Order

WHEREAS, the election of governing board members is ordered by law pursuant to Section 5000 of the Education Code to fill the office of members whose terms expire on December 7, 2012, next succeeding the election.

NOW, THEREFORE, BE IT RESOLVED, pursuant to the authority of Education Code Sections 5304 and 5322, the County Superintendent of Schools, Orange County, is hereby informed of the specifications of the election order for the forthcoming Biennial Governing Board Election to be held on Tuesday, November 6, 2012.

The County Superintendent is further ordered to consolidate this election in accordance with Education Code Sections 5340 and 5342.

Dated this sixteenth day of May 2012.

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

Resolution # 12-18 A Resolution of the Board of Trustees of the **Coast Community College District for** Classified Management Furloughs, for 2012-2013 in Lieu of Layoff Due to Lack of Funds

WHEREAS, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2012-2013 fiscal year that the best interests of this college district would be served by the adjustment to compensation to all employee groups for the 2012-2013 fiscal year. Based upon such adjustment to compensation, classified managers will be subject to up to seven unpaid furlough days in lieu of layoff for lack of funds within the meaning of Education Code Section 88127;

WHEREAS, it is the determination of this Board of Trustees, in analyzing and balancing anticipated income and expenditures for the 2012-2013 school year, to implement these management furloughs in lieu of layoff for lack of funds within the meaning of Education Code Sections 88017 and 88127;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Coast Community College District hereby determines that compensation for all classified managers be adjusted in accordance with the number of furlough days implemented, not to exceed seven days during the 2012-2013 fiscal year.

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

- 1. That due to a lack of funds, all classified managers will be given furlough days and will experience an adjustment in compensation as specified above, pursuant to Education Code Section 88127.
- 2. That the Vice Chancellor, Human Resources, or designee, is hereby authorized to give notice of furlough days in lieu of layoff to all classified managers, pursuant to the requirements of law.
- 3. That said adjustment to compensation, and implementation of management furlough days shall be in effect for the 2012/2013 fiscal year.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereb certify that on May 16, 2012 this Resolution was adopted by the Board by a vote of
Aye:
No:
Abstain:

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Resolution # 12-20 A Resolution of the Board of Trustees of the Coast Community College District for Confidential Employee Furloughs, for 2012-2013 in Lieu of Layoff Due to Lack of Funds

WHEREAS, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2012-2013 fiscal year that the best interests of this college district would be served by the adjustment to compensation to all employee groups for the 2012-2013 fiscal year. Based upon such adjustment to compensation, Confidential employees will be subject to up to six unpaid furlough days in lieu of layoff for lack of funds within the meaning of Education Code Section 88127;

WHEREAS, it is the determination of this Board of Trustees, in analyzing and balancing anticipated income and expenditures for the 2012-2013 school year, to implement these Confidential employee furloughs in lieu of layoff for lack of funds within the meaning of Education code sections 88017 and 88127;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Coast Community College District hereby determines that compensation for all Confidential employees be adjusted in accordance with the number of furlough days implemented, not to exceed six days during the 2012-2013 fiscal year.

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

- 1. That due to a lack of funds, all Confidential employees will be given furlough days and will experience an adjustment in compensation as specified above, pursuant to Education Code section 88127.
- 2. That the Vice-Chancellor, Human Resources, or designee, is hereby authorized to give notice of furlough days in lieu of layoff to all Confidential employees, pursuant to the requirements of law.
- 3. That said adjustment to compensation, and implementation of Confidential employee furlough days shall be in effect for the 2012/2013 fiscal year.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District I certify that on May 16, 2012 this Resolution was adopted by the Board by a vote of	hereby
Aye:	
No:	
Ahstain:	

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RESOLUTION # 12-19

A Resolution of the Board of Trustees of the Coast Community College District Supporting Governor Edmund G. Brown Jr.'s "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment." Proposed Ballot Initiative

WHEREAS, the State of California remains mired in a moribund economy with double digit unemployment and a very weak housing market; and

WHEREAS, according to the California Legislative Analyst, the State Legislature has reduced spending for California Community Colleges by approximately \$700 million over the last three fiscal years, resulting in a statewide enrollment decline of approximately 300,000 students; and

WHEREAS, the Coast Community College District has reduced its current budget by tens of millions of dollars over the last three fiscal years to address repeated fiscal challenges, while still offering thousands of seats to students above its funding allocation; and

WHEREAS, Coast Community College District has been forced to raise student fees and tuition from \$600 annually in 2008-09 to \$1,380 for the 2012-13 school year, due to persistent budget shortfalls at the State level, hurting students and forcing large numbers to attend courses via Board of Governors' Waiver remedies; and

WHEREAS, the Coast Community College District has lost over 200 faculty and staff members in the last three years due to attrition, and a strict hiring freeze as a result of its budget difficulties; and

WHEREAS, the students of the Coast Community College District are having their dreams, aspirations and life plans delayed due to fewer course offerings at all three colleges in the District; and

WHEREAS, due to budget cuts in other segments of higher education, many campuses in the California State University System are freezing enrollments in the Fall 2012 semester due to the failure of the State Legislature, adversely impacting Coast Colleges' students seeking transfer to the California State University system; and

WHEREAS, the current levels of revenues at the state level are not sufficient to meet the needs of public education throughout California;

NOW, THEREFORE BE IT RESOLVED THAT the Board of Trustees of the Coast Community College District supports the passage of the "Temporary Taxes to Fund Education. Guaranteed Local Public Safety Funding. Initiative Constitutional Amendment." which will mitigate the approximate \$8.2 million in anticipated cuts to the Coast Community Colleges under current budget conditions for Fiscal Year 2012-13.
I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 16, 2012 this Resolution was adopted by the Board by a vote of
Aye:
No:
Abstain:
Christian Teeter, Ed.D., Board Secretary, Board of Trustees