
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, September 19, 2012
5:00 p.m. Closed Session, 6:30 p.m. Open Session
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

1.00 Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

a. Public Employee Performance Evaluation

(Pursuant to Government Code Section 54957)

Positions: Chancellor, Presidents, and Vice Chancellors

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators

6. Classified Management
Acting Risk Services Manager
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
Special Assignment
Staff Assistant
Accounting Assistant III
Staff Assistant, Sr
Coordinator of Community Services
Administrative Director, Information Technology
Lead Mechanic
Applications Project Coordinator
Student Financial Aid Specialist
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

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 Classified Employees vs. Coast Community College District,
Public Employment Relations Board Case No. LA-CE-5682-E
Coast Community College Association vs. Coast Community College District
Public Employment Relations Board Case No. LA-CE-5714-E
Janet Redding vs. California Community Colleges, et al., Sacramento County
Superior Court, Case No. 34-2012-00120487
Haedeh Khamneian vs. Coast Community College District, Office of Administrative
Hearings Case No. 2012070966

e. Conference with Legal Counsel: Anticipated Litigation
Significant exposure to litigation pursuant to sub-section "b" of Government Code
Section 54956.9 Three Cases:

1. Construction Delays at Golden West College
2. Claim by American Fire and Casualty Company
3. Claim by John Murzweiler

f. Conference with Labor Negotiator

(Pursuant to Government Code Section 54957.6)

Agency Negotiator: Dr. Andrew Jones, Chancellor

Employee Organization:
Educational Administrators

Agency Negotiator: Dr. Deborah Hirsh, Vice Chancellor of Human Resources

Employee Organizations:
Coast Federation of Classified Employees(CFCE),
Coast Community College Association-California Teachers
Association/National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT),
Unrepresented Employees: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),

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

1.06 Pledge of Allegiance - Trustee Mary Hornbuckle

1.07 Report of Action from Closed Session (if any)

1.08 Public Comment (Open Session)

At this time, members of the public have the opportunity to address the Board of Trustees on any item within the subject matter jurisdiction of the Board. Persons wishing to make comments are allowed five minutes per item. A "Request to Address the Board of Trustees" card needs to be completed and filed with the Secretary of the Board prior to speaking. The Board requests that the public speak on matters which are on this agenda at the time that the item is considered by the Board. Please note that the Board cannot take action on any items not on the agenda, with certain exceptions as outlined in the Brown Act. Matters brought before the Board that are not on the agenda may, at the Board's discretion, be referred to staff or placed on the next agenda for Board consideration.

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

2.00 Informative Reports

2.01 Report from the Chancellor

2.02 Reports from the Presidents

2.03 Reports from the Presidents of Student Government Organizations

2.04 Reports from the Academic Senate Presidents

2.05 Reports from the Presidents of Employee Representative Groups

2.06 Reports from the Board of Trustees

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

2.08 Diversity Report

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), California Community College League (CCLC), and California Community College Trustees (CCCT)

3.03 The Board Directives Log

CONSENT CALENDAR

4.00 Travel

4.01 DIS - Authorization for Administratively Approved Travel

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

5.00 Curriculum Approval

5.01 DIS - Curriculum Approval

6.00 Authorization for Student Trips

6.01 GWC - Student Trips

6.02 CCC - Student Trips

7.00 Authorization for Special Projects

7.01 GWC - Special Projects

7.02 OCC - Special Projects

7.03 CCC - Special Projects

8.00 Authorization for Funded Programs

8.01 DIS - Authorization for Funded Programs

9.00 Authorization for Disposal of Surplus

9.01 DIS - Disposal of Surplus

10.00 Authorization to Enter into Standard Telecourse Agreements

10.01 CCC - Authorization to Enter Into Standard Telecourse Agreements

- 11.00 Approval of Clinical Contracts**
 - 11.01 OCC - Clinical Contracts**
- 12.00 Approval of Standard Agreements**
 - 12.01 DIS - Standard Agreements**
 - 12.02 OCC - Standard Agreements**
 - 12.03 CCC - Standard Agreements**
- 13.00 Authorization for Purchase of Institutional Memberships**
 - 13.01 DIS - Institutional Memberships**
 - 13.02 OCC - Institutional Memberships**
 - 13.03 CCC - Institutional Memberships**
- 14.00 Authorization for Off-Campus Assignments**
 - 14.01 DIS - Off-Campus Assignments**
- 15.00 Authorization for Community Activities**
 - 15.01 OCC - Community Activities**
- 16.00 Authorization for Sailing Program**
 - 16.01 OCC - Sailing Program**
- 17.00 Personnel Items**
 - 17.01 District**
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations**
 - b. Authorization for Contract Amendments Based upon Horizontal Salary Moves**
 - c. Authorization for Changes in Salary Schedules**
 - d. Authorization for Additional Assignments or Changes in Bargaining Unit, Classified Staff**
 - e. Authorization for Professional Experts**
- 18.00 Authorization for Independent Contractors**
 - 18.01 DIS - Independent Contractors**
 - 18.02 GWC - Independent Contractors**
 - 18.03 OCC - Independent Contractors**
 - 18.04 CCC - Independent Contractors**

19.00 Authorization for Professional Development Program

19.01 DIS - Professional Development

19.02 OCC - Management Professional Development

20.00 Authorization for Staff Development

20.01 GWC - Staff Development

21.00 Approval of Purchase Orders

21.01 DIS - Purchase Orders

22.00 Ratification/Approval of Checks

22.01 DIS - Ratification/Approval of Checks

23.00 General Obligation Bond Fund

23.01 DIS - General Obligation Fund

DISCUSSION CALENDAR

24.00 Approval of Agreements

24.01 DIS - Approval of Employment Agreement, Vice Chancellor of Finance and Administrative Services

24.02 DIS - Approval of Employment Agreement, Vice Chancellor of Human Resources

24.03 DIS - Approval of Employment Agreement, President, Golden West College

24.04 DIS - Approval of Employment Agreement, President, Orange Coast College

24.05 DIS - Approval of Employment Agreement, President, Coastline Community College

24.06 DIS - Approval of Non-Standard Agreement with the Community College League of California (CCLC) to Provide Services and Expertise to Reorganize and Update the Human Resources-Related Policies/Procedures

24.07 DIS - Approve Non-Standard Professional Services Agreement and Statements of Work 2 and 3 Between Strata Information Group and the Coast Community College District to Provide Services to Conduct an Assessment of the CCCD Banner Systems and Business Process Analysis Services

24.08 GWC - Approve Non-Standard Agreement between The Regents of the University of California and the Coast Community College District to Administer the Puente Project

- 24.09 GWC - Approve Non-Standard Agreement between California Community College Chancellor's Office and the Coast Community College District for Testing Center at Golden West College**
 - 24.10 GWC - Approve Non-Standard Agreement between Three Forks and the Coast Community College District for Financial Aid Software Consultation**
 - 24.11 OCC - Approve Non-Standard Agreement between the Kellogg West Conference Center and Lodge and the Coast Community College District for the Purpose of Utilizing the Conference Center Facilities, Equipment and Food Services to Host the Annual ASOCC Leadership Conference**
 - 24.12 CCC - Approve Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District (Coastline Community College) for the Operation of an Early College High School for the 2012-2013 High School Year**
- 25.00 General Items of Business**
 - 25.01 OCC - Independent Contractors Over \$50,000**
- 26.00 Resolutions**
 - 26.01 DIS - Resolution #12-33 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167)**
 - 26.02 DIS - Resolution #12-34 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-2325)**
 - 26.03 DIS - Resolution #12-35 for Authorization of Signatures**
- 27.00 Approval of Minutes**
 - 27.01 DIS - Approval of Minutes**
- 28.00 Close of Meeting**
 - 28.01 Adjournment**



PRELIMINARY MATTERS
(White Pages)

**Wednesday, September 19, 2012
Regular Meeting 2012**

1. Preliminary Matters

Subject **1.01 - 1.08 Preliminary Matters**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **1. Preliminary Matters**
Access **Public**
Type **Preliminary Matters**

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Items on Closed Session Agenda)

1.04 Recess to Closed Session

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

1.06 Pledge of Allegiance - Trustee Mary Hornbuckle

1.07 Report of Action in Closed Session (if any)

1.08 Public Comment (Open Session)

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject **2.01 - 2.08 Informative Reports**
Meeting **Sep 19, 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

Juan Valenzuela, Coastline Community College
Kolby Keo, Orange Coast College
Dale Lendrum, Golden West College

2.04 Reports from the Academic Senate Presidents

Pedro Gutierrez, Coastline Community College
Vesna Marcina, Orange Coast College
Gregg Carr, Golden West College

2.05 Reports from the Presidents of Employee Representative Groups (including Faculty Spotlight)

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)
Thomas Selzer, 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 Cody Joe Torre

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

Personnel Committee Meeting, September 20, 2012 at 1:00 p.m., Board of Trustees' Conference Room
Accreditation Committee Meeting, September 20, 2012 at 3:30 p.m., Board of Trustees' Conference Room
Legislative Affairs Committee Meeting, October 23, 2012 at 1:30 p.m., Board of Trustees' Conference Room

2.08 Diversity Report (See Attachment #1)

File Attachments

[Diversity Status and Trends 9-19-12.pptx \(702 KB\)](#)

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.03 Matters for Review, Discussion and/or Action
Meeting	Sep 19, 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

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
January 16, 2013 - Regular Meeting
February 6, 2013 - Regular Meeting
February 20, 2013 - Regular Meeting
March 6, 2013 - Regular Meeting
March 20, 2013 - Study Session
April 3, 2013 - Regular Meeting
April 17, 2013 - Service Awards Meeting
May 1, 2013 - Regular Meeting
May 15, 2013 - Regular Meeting
June 19, 2013 - Regular Meeting/Budget Study Session
July 17, 2013 - Regular Meeting
August 7, 2013 - Study Session
August 21, 2013 - Regular Meeting
September 4, 2013 - Regular Meeting/Budget Study Session
September 18, 2013 - Regular Meeting
October 2, 2013 - Regular Meeting
October 16, 2013 - Study Session
November 6, 2013 - Regular Meeting
November 20, 2013 - Regular Meeting
December 11, 2013 - Regular 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)

September 21-22, 2012, Sacramento, CA, CCCT Board Meeting
November 15, 2012, Los Angeles, CA, CCCT Board Meeting
November 15-17, 2012, Los Angeles, CA, CCLC Annual Convention & Partner Conferences
January 26, 2013, Sacramento, CA, CCCT Board Meeting
January 26, 2013, Sacramento, CA, CCLC Board Chair Workshop
January 27-28, 2013, Sacramento, CA, CCLC Annual Legislative Conference
February 11-14, 2013, Washington, DC, ACCT National Legislative Summit
March 21-23, 2013, San Antonio, TX, ACCT Governance Leadership Institute

April 19-20, 2013, Sacramento, CA, CCCT Board Meeting
April 20-23, 2013, San Francisco, CA, AACCC Annual Convention
May 3-5, 2013, Lake Tahoe, CA, CCLC Annual Trustees Conference
June 21-22, 2013, Sacramento, CA, CCCT Board Meeting
October 2-5, 2013, Seattle, WA, ACCT Annual Leadership Congress

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.



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	Sep 19, 2012 - Regular Meeting 2012
Category	4. Travel
Access	Public
Type	Consent

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

ADMINISTRATIVE APPROVALS

August 9 - September 13, 2012

Jonathan W Arnold, Public Safety Training Coord (GWC), to attend the Association of Threat Assessment Professionals 22nd Annual Threat Management Conference, August 14-17, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$705, to be paid from Student Health Fee funds. The reason for this revision is to add mileage and other allowable expenses and increase the total cost.

Revised Admin. Approval: 8/31/2012

Mary Avalos, Student Serv Coord (GWC), to attend the California Community College Student Affairs Association Fall Student Leadership Conference, October 19-21, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$675, including a registration fee of \$245, to be paid from Student Leadership funds.

Administrative Approval: 8/31/2012

Crystal D Crane, Dir Of Personnl Svcs (GWC), to attend the Association of Chief Human Resources Officers Fall Training Institute, October 23-26, 2012, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$200, travel by Air Coach, rental car and insurance, to be paid from CDMA Professional and Staff Development Funds, EEO/Staff Diversity Funds.

Administrative Approval: 8/30/2012

Gena O Merrigan, Staff Asst Sr (GWC), to attend the Association of Chief Human Resource Officers Fall Training Institute, October 23-26, 2012, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$120, travel by Air Coach, rental car and insurance, to be paid from EEO/Staff Diversity Funds. Administrative approval is being requested because the lodging must be reserved by September 5 in order to take advantage of the discounted rate.

Administrative Approval: 8/28/2012

Carisa L Montooth, Staff Aide (OCC), to attend the Community College Track 2012 Counselor Conferences, September 19, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$40, to be paid from CCA/CTA Professional Development Funds.

Administrative Approval: 8/30/2012

Richard L Patterson, Interim Adm Dir Dist Inf Svc (CCCD), to attend the California Community Colleges Banner Users Group Conference, September 20, 2012, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds.

Administrative Approval: 8/29/2012

Denise L Sekins, Instructor (GWC), to attend the California Organization of Associate Degree Nursing Directors Statewide Conference, October 3-5, 2012, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$780, including a registration fee of \$275, to be paid from Nursing Projects Foundation funds.

Administrative Approval: 9/5/2012

Valerie A Venegas, Sup, Emergency Prep & Spcl Evnt (GWC), to attend the Alpha Gamma Sigma Regional Fall Conference, October 27, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from Club funds.

Administrative Approval: 8/31/2012

Jutaporn Wareham, Applic Sys Anly/Prg (CCCCD), to attend the CA Community Colleges Banner Users Group Conference 2012 (3CBG), September 20, 2012, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds. To learn more about new Banner CalB.

Administrative Approval: 8/29/2012

Paul A Wisner, Dir Of Fiscal Svcs (GWC), to attend the CA Community Colleges Banner Users Group Conference 2012 (3CBG), September 20, 2012, Buena Park, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds. To learn new and better ways to take advantage of the Banner system.

Administrative Approval: 9/6/2012

Subject 4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 4. Travel
Access Public
Type Consent

(1) Meetings for the Board of Trustees

None

(2) Meetings for Faculty and Staff

Loretta P Adrian, President (CCC), to attend the Accrediting Commission for Community and Junior Colleges Evaluation Visit - Hawaii Community College, October 12 - 21, 2012, Hilo, HI, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Loretta P Adrian, President (CCC), to attend the Community College League of California Annual Convention and Partner Conferences, November 15-17, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$550, to be paid from Contract Ed Ancillary Funds.

Sylvia E Amitoelau, Ed Media Designr Mil (CCC), to attend the International Forum for Women in E-Learning, November 26 - 30, 2012, Bonita Springs, FL, without loss of salary, with reimbursement for allowable expenses of \$2,250, including a registration fee of \$425, travel by Air Coach, to be paid from OLIT Development travel.

Eduardo J Arismendi-Pardi, Instructor (OCC), to attend the Umoja VIII Conference, November 2 - 3, 2012, Riverside, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Jonathan W Arnold, Public Safety Training Coord (GWC), to attend the California College and University Police Chiefs' Fall Training, November 6-9, 2012, Shell Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$713, to be paid from Public Safety funds.

Gayle N Berggren, Instr/Coord (CCC), to attend the 2012 Student Success Conference, October 3-4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$375, to be paid from PDI Conference and Workshop Funds.

Susan M Bierlich, Director, Child Care Center (OCC), to attend the California Child Development Administrators Association Annual Fall Technical Assistance and Statewide Meeting, October 24 - 26, 2012, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$745, including a registration fee of \$230, travel by Air Coach, to be paid from Children's Center Foundation Ancillary Funds.

Candace D Brenner, Inst Assoc-Ms/ M/Sci (GWC), to attend the "Creating a Path to the Future" Alpha Gamma Sigma Southern Regional Conference, October 27, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from Club funds.

Marta R Cabral, Counselor (OCC), to attend the California Community Colleges Extended Opportunities

Program and Services, October 9 - 12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1,190, including a registration fee of \$300, to be paid from CFE Contracted Full-Time Conference General Funds.

Michael P Carey, Env Sustain Coord (OCC), to attend the Association for Advancement of Sustainability in Higher Education 2012 Conference and Expo, October 14 - 17, 2012, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$675, including a registration fee of \$475, to be paid from ASOCC Recycling Ancillary Account.

Kristin L Clark, Vice Pres, Stud Svcs (OCC), to attend the NAFSA Association of International Educators Regional Meeting, October 23 - 26, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$270, travel by Air Coach, to be paid from International Center Management Conference Ancillary Fund.

Janice R Davis, Accounting Assistant II (GWC), to attend the Alpha Gamma Sigma Southern Regional Fall Conference, October 27, 2012, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$30, including a registration fee of \$30, to be paid from AGS Club funds.

Scott H Davis, Instructor (CCC), to attend the Diversity Conference, September 28, 2012, Torrance, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Mireille C Halley, Immigration Technich (OCC), to attend the NAFSA: Association of International Educators Regional Meeting, October 23 - 26, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$270, travel by Air Coach, to be paid from International Center Ancillary Funds.

Raine L Hambly, Director-Career Services (OCC), to attend the Orange County Business Council Workforce Development Conference, October 9, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$105, including a registration fee of \$95, to be paid from Perkins VTEA Grant Funds.

Raine L Hambly, Director-Career Services (OCC), to attend the California Community College Association for Occupational Education Fall 2012 Conference, October 17 - 19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$520, including a registration fee of \$395, to be paid from Perkins VTEA Grant Funds.

Raine L Hambly, Director-Career Services (OCC), to attend the Orange County Business Council 2012 Economic Forecast Conference, October 25, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$160, including a registration fee of \$150, to be paid from Perkins VTEA Grant Funds.

Nicolette A Jackson, Counselor (OCC), to attend the Behavioral Health and Addictive Disorders, October 10 - 12, 2012, Newport Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$645, including a registration fee of \$430, to be paid from CFE Contracted Full-Time Conference General Funds.

Andrew C. Jones, Chancellor (CCCD), to attend the California Executive Leadership Forum, October 11-12, 2012, San Francisco, CA, without loss of salary, including travel by Air Coach, lodging and conference meals to be paid by sponsoring organization, with reimbursement for actual remaining expenses to be paid by Chancellor's Conference funds.

Andrew C Jones, Chancellor (CCCD), to attend the Renewal & Change 2020 Fall 2012 Meeting, October 18-21, 2012, Tulsa, OK, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's Conference funds.

Nancy S Jones, Dean (CCC), to attend the California Community College Association for Occupational Education, October 17-19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$395, to be paid from VTEA grant funds.

Richard B Kudlik, Interim Dir Bus Svcs & Entrepe (CCC), to attend the Association of Chief Human Resource Officers/Equal Employment Officers Fall Training Institute, October 23-26, 2012, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$250, travel by Air Coach, to be paid from Staff Diversity Funds.

Richard B Kudlik, Interim Dir Bus Svcs & Entrepe (CCC), to attend the National Association of College and University Business Officers 2012 Tax Forum, October 17-19, 2012, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,900, including a registration fee of \$850, travel by Air Coach, to be paid from Contract Ed Ancillary Funds.

Jennifer K Labounty, Staff Aide (OCC), to attend the 43rd Annual California Community College Extended Opportunity Programs & Services Association Conference, October 9 - 12, 2012, Fresno, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$300, travel by Air Coach, to be paid from Classified Professional Development Funds.

Frederick J Lockwood, Instructor (CCC), to attend the California Community College Association for Occupational Education, October 17-19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$580, including a registration fee of \$395, to be paid from VTEA Grant Funds.

Vesna Marcina, Instructor (OCC), to attend the Academic Senate Fall Plenary Session, November 8 - 10, 2012, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including a registration fee of \$355, to be paid from Academic Senate Professional Development General Funds.

Christopher D Mefford, Hourly Instructor (CCC), to attend the Coastline Education Bound United States (EBUS) Site Visit and Staff Training, August 17-25, 2012, Guangzhou, China without loss of salary, with reimbursement for allowable expenses of \$3,000, including travel by Air Coach, to be paid from Contract Education Ancillary funds. The reason for this revision is to add lodging with no change to the total reimbursement not to exceed amount.

Madjid Niroumand, Dean (OCC), to attend the California Association of Student Financial Aid Administrators 2012 Annual Conference, December 9 - 11, 2012, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$425, to be paid from Financial Aid categorical funds.

Madjid Niroumand, Dean (OCC), to attend the NAFSA: Association of International Educators Regional Meeting, October 23 - 26, 2012, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$270, travel by Air Coach, to be paid from International Center Ancillary Funds.

Richard T Pagel, Vice President (OCC), to attend the Association of Chief Business Officials, October 22 - 24, 2012, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$285, to be paid from Ancillary Account.

Tracy L Parker, Professional Expert (CCCCD), to attend the California Community College Association for Occupational Education Fall 2012 Conference, October 17-19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$395, to be paid from CTE Collaborative Grant.

Daniel S Pittaway, Instructor (CCC), to attend the Diversity Conference, September 28, 2012, Torrance, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to the college.

Karen D Prioleau, Instructor - Prof. Mariner (OCC), to attend the United States Sailing National Faculty Event, September 24 - 30, 2012, Providence, RI, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Edwina C Recalde, HR Specialist (OCC), to attend the Kaleidoscope Leadership Institute, November 28 - December 2, 2012, Orange, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$950, to be paid from Classified Professional Development Funds. The reason for this revision is to increase the total reimbursement amount and to correct the travel dates.

Vincent P Rodriguez, VP Instruct & St Svcs (CCC), to attend the Accrediting Commission for Community and Junior Colleges Evaluation Visit - Hawaii Community College, October 12 - 21, 2012, Hilo, HI, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring agency.

Andreea M Serban, Vice Chancellor (CCCD), to attend the National Association of Community College Entrepreneurship Conference, October 7 - 10, 2012, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$2,300, including a registration fee of \$695, travel by Air Coach, to be paid from Management Conference.

Caroline Spoja, Staff Assistant Senior-Counsel (CCC), to attend the American Student Government Association New Officer Training Conference, July 12-16, 2012, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1,670, including a registration fee of \$339, travel by Air Coach, to be paid from ASG Conference funds. The reason for this revision is to increase reimbursement by \$20.

Caroline Spoja, Staff Assistant Senior-Counsel (CCC), to attend the 2012 Student Success Conference, October 3 - 5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$125, to be paid from ASG Advisor Discretionary.

Cheryl C Stewart, Librarian (CCC), to attend the Internet Librarian 2012 Conference, October 21-25, 2012, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,249, including a registration fee of \$329, to be paid from General Funds, PDI Conference and Workshop Funds.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCD), to attend the California Community College Association for Occupational Education Fall 2012 Conference, October 17-19, 2012, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$395, to be paid from Perkins VTEA IC Grant.

Michael R Taylor, Instructor (OCC), to attend the California Community College Football Coaches Meeting, December 6 - 8, 2012, Visalia, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization.

Daniela A Thompson, Admin Dir Fisci Affr (CCCD), to attend the Association of Chief Business Officials Fall Conference, 10/22 - 10/24/12, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$285, to be paid from General Funds (Admin. Services).

Maria D Traver, Counselor (OCC), to attend the Puente Regional Training, October 4 - 5, 2012, City of Industry, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds and sponsoring organization.

Valerie A Venegas, Sup, Emetgency Prep & Spcl Evnt (GWC), to attend the Disaster Preparedness Academy,

October 10, 2012, Anaheim Hills, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$110, to be paid from General funds.

John T Weispfenning, Vice President (OCC), to attend the Association of California Community College Administrators, February 19 - 23, 2013, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$445, travel by Air Coach, rental car and insurance, to be paid from VPI Management Conferences funds.

John T Weispfenning, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers Fall Conference 2012, October 30 - November 2, 2012, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1,400, including a registration fee of \$315, to be paid from VPI Management Conferences General Funds.

John T Weispfenning, Vice President (OCC), to attend the 2012 Student Success Conference, October 3 - 4, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$375, to be paid from VPI Management Conferences General Funds.

Lois Y Wilkerson, Dean (CCC), to attend the 2012 Student Success Conference, October 3 - 5, 2012, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$493, including a registration fee of \$375, to be paid from ASG Advisor Discretionary.

Margaret M Yanalunas, Temp Ed Media Designr Mil (CCC), to attend the International Forum for Women in E-Learning, November 26 - 30, 2012, Bonita Springs, FL, without loss of salary, with reimbursement for allowable expenses of \$2,250, including a registration fee of \$425, travel by Air Coach, to be paid from OLIT Development Travel.

5. Curriculum Approval

Subject	5.01 DIS - Curriculum Approval
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	5. Curriculum Approval
Access	Public
Type	Consent

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

File Attachments

[Curriculum - 9-19-2012.docx \(25 KB\)](#)

Curriculum - September 19, 2012

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Suspensions

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

Coastline College

Effective Fall 2012

LAW C165 – Contract and Tort Law

6. Authorization for Student Trips

Subject	6.01 GWC - Student Trips
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	6. Authorization for Student Trips
Access	Public
Type	Consent

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

2012 LA Conference Expo: Association for the Advancement of Suitability in Higher Education (AASHE)

Location: Los Angeles

Date(s): October 14-17, 2012

Department: Student Activities

Cost/purpose/funding source: \$1,700 for registration fees from council projects funds.

Alpha Gamma Sigma Honor Society Southern California Conference

Location: Huntington Beach, CA

Date(s): October 27, 2012

Department: Student Activities

Cost/purpose/funding source: \$600 for registration from club funds.

Rediscover the Red Cross Today

Location: Santa Ana, CA

Date(s): September 20, 2012

Department: Student Activities

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

State Meeting of the California Student Nurse Association

Location: Irvine, California

Date(s): October 19-21, 2012

Department: Student Activities

Cost/purpose/funding source: \$2,000 for registration from CNSA Club funds and CNSA Foundation funds.

(Revision is to add the cost of registration. Previous Board action: 7/18/12.)

Women's Water Polo Overnight Trips Fall 2012

Location & Dates:

September 5-9 @ American River College

September 27-30 @ Cuesta College

November 15-18 @ DeAnza College (if qualified)

Department: Health Education/Kinesiology/Athletics

Cost/purpose/funding source: \$7,000 for lodging, transportation, and meals from trust funds.

(Revision is to increase the cost from \$3,000. Previous Board action 7/18/12.)

Subject **6.02 CCC - Student Trips**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 6. Authorization for Student Trips
Access Public
Type Consent

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

Conference/Activity: Newport Harbor Nautical Museum
Location: Newport Beach
Date: September 21, 2012
Department: Art
Transportation: Personal vehicles

Conference/Activity: Sherman Library and Gardens
Location: Corona Del Mar
Date: September 22, 2012
Department: Art
Transportation: Personal vehicles

Conference/Activity: Grand Central Art Center
Location: Santa Ana
Date: October 5, 2012
Department: Art
Transportation: Personal vehicles

Conference/Activity: Getty Center
Location: Los Angeles
Date: October 13, 2012
Department: Art
Transportation: District Transportation

Conference/Activity: Los Angeles County Museum of Art
Location: Los Angeles
Date: October 26, 2012
Department: Art
Transportation: Personal vehicles

Conference/Activity: Laguna Art Museum
Location: Laguna Beach
Date: November 9, 2012
Department: Art
Transportation: Personal vehicles

7. Authorization for Special Projects

Subject **7.01 GWC - Special Projects**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 7. Authorization for Special Projects
Access Public
Type Consent

Give Students a Compass, Phase II

Date(s): Fall 2012

Department: Office of the Vice President for Student Success

Purpose: Engage students in service-learning projects on-campus and off-campus for fall 2012 semester funded and managed through CSU-Fullerton grant.

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

Joint Nursing Program Advisory Meeting for Los Angeles County at Huntington Hospital

Date(s): October 26, 2012

Department: Health Professions/RHORC/HWI

Purpose: Co-sponsor advisory meeting with community colleges and industry partners in LA County.

Cost/purpose/funding source: \$2,000 for meeting room, food, and supplies from RHORC Trust or EWD Grant funds.

Regional Testing Center Coordinator meeting

Date(s): October 15, 2012

Department: RHORC RTC

Purpose: Provide updates to Testing Center Coordinators

Cost/purpose/funding source: \$850 for meeting room, food, and supplies from RHORC RTC Trust funds.

Health and Science Pipeline Initiative (HASPI) Lab Kits

Date(s): October – December 2012

Department: Health Professions/RHORC/HWI

Purpose: Provide funding for high school science lab kits to implement HASPI program.

Cost/purpose/funding source: \$10,000 for Science Lab Kits from RHORC Trust Funds or EWD grant funds.

Internet Radio Broadcasting GWC Football Games (KBPK)

Date(s): Fall 2012 Football Season

Department: HE/PE/Athletics

Purpose: Live Broadcasting

Cost/purpose/funding source: \$1,000 for radio broadcasting GWC football games from auxiliary and/or foundation funds.

Student Leadership Training

Date(s): July 19, 2012 – June 30, 2013

Department: Student Activities

Purpose: Work on goals, team building and leadership development.

Cost/purpose/funding source: \$500 for speakers, food and supplies from student leadership funds.

EOPS/CARE Jewelry Fundraisers at the ICP/PMB International Day of Peace

Date(s): September 19, 2012

Department: EOPS/CARE

Purpose: Fundraiser for the holiday Adopt – A – Family program.

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

GWC Peace Conference

Date(s): April 19 & 20, 2013

Department: Administrative Services/Special Events

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

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

Scholarships & Awards Ceremony 2013

Date(s): May 7, 2013

Department: Foundation/Special Events

Cost/purpose/funding source: \$4,000 for printing, supplies, decorations, equipment rental, interpretive services and refreshments from Foundation and Associated Students funds.

Golden West College Graduation

Date(s): May 23, 2013

Department: Special Events/Administrative Services

Purpose: Commencement for Golden West College

Cost/purpose/funding source: \$11,000 for printing, rental equipment, rental gowns, speakers, flowers, decorations, refreshments, supplies, interpretive services, technology services, club fundraisers, graduation photography and miscellaneous needs from General Funds.

Alpha Gamma Sigma Honor Society Southern Regional Conference

Date(s): October 27, 2012

Department: Student Activities

Purpose: Leadership Conference hosted by the Sigma Pi Chapter of Alpha Gamma Sigma Honor Society at Golden West College.

Cost/purpose/funding source: \$2,000 for registration, supplies, food, speaker honorariums, decorations and entertainment, publications, giveaways, gift cards, donations, rental equipment, speakers, and other items needed from club funds.

(Revision is to correct title of event and add expenses, including gift cards. Previous Board action: 6/20/12.)

Rock Band Club/Future Entertainers Awards

Date(s): August 30, 2010 – May 25, 2012

Department: Student Activities

Purpose: Awards for participating in the club and performing during on-campus events over the past two years.

Cost/purpose/funding source: \$1,725 for awards from club funds.

(Item is being submitted after the fact as the Future Entertainers Club voted recently to give these awards for performances given since the club began.)

Semi Annual Math Competition

Date(s): November 2, 2012

Department: Math/Sciences

Purpose: To showcase student Mathematical knowledge.

Cost/purpose/funding source: \$340 for awards and registration from Math Competition Foundation funds.

(Revision is to change the date. Previous Board action: 7/18/12.)

Subject **7.02 OCC - Special Projects**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 7. Authorization for Special Projects
Access Public
Type Consent

Academic Senate Meetings and Events

Date: 2012-2013

Department: Academic Senate

Purpose: Host meetings to inform faculty of campus activities and to perform governance duties

Cost/Purpose/Funding: Expenses to include rentals, food, beverages, supplies to an amount of \$1,500 to be paid from Academic Senate funds.

OCC Wind Ensemble Post Concert Banquets

Date: November 4, 2012 and May 5, 2013

Department: Visual and Performing Arts

Purpose: Student and Community Outreach and Recruitment

Cost/Purpose/Funding: Total amount of \$2,500 per banquet for food, beverages, promotional items and supplies. To be paid from ASOCC funds.

OCC Career Services Functions, Projects and Meetings

Date: October 1, 2012-December 2012

Department: OCC – Career Services

Purpose: Orange Coast College Career Services Department will host various functions and meetings and complete various projects during the second quarter of the 2012-2013 fiscal year.

Cost/Purpose/Funding Source: Total amount \$10,000 to be paid from Career, Community, and Contract Education Indirect and ancillary funds. Expenses to include food, buses, substitutes, supplies, vendors, development and distribution of print and web materials, equipment and meeting rooms related to grant activities, job fairs, and support for the instructional programs.

Bill Alvarez Memorial Wheelchair Rugby Game

Date: October 13, 2012

Department: Special Services

Purpose: Public event to raise money for on campus scholarships.

Cost/Purpose/Funding Source: Total amount of \$1,000 to be paid from ASOCC club funds, event proceeds, and foundation funds

Revision to Previous Board Action

OCC Men's Crew Diamond Jubilee

Date: Saturday, October 13, 2012

Department: Foundation

Purpose: To raise funds for Men's Crew

Cost/Funding source: Revise expenses to \$10,250 to add food, beverage, promotional costs. To be paid from event proceeds and Foundation funds.

Subject **7.03 CCC - Special Projects (Co-Sponsorship)**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **7. Authorization for Special Projects**
Access **Public**
Type **Consent**

Event Co-Sponsorship: BCVA Alumni Association of Southern California Computer Training for Seniors
Date: September 22, September 29, and October 13, 2012 from 9:00 a.m. – 12 noon and October 27, 2012 from 9:00 a.m. – 12 noon with graduation in room 201 from 12 noon – 2:00 p.m.

Location: Le-Jao Center, Room 201, 213, and 215

Department: Marketing, PR, and Governmental Affairs

Purpose: Community Event

Cost/Purpose: No cost. \$650/in-kind contribution from Coastline (leasing value of facility space)

Funding Source: None

Concorde Career College Pinning Ceremony

Date: September 28, 2012 from 1:00 p.m. - 3:00 p.m.

Location: Garden Grove Center, Room 315

Department: Career and Technical Education, Garden Grove Center

Purpose: Use of Garden Grove Center for community event.

Cost/Purpose: Contribution from vendor of \$90 for use of facility space.

Funding Source: None

8. Authorization for Funded Programs

Subject	8.01 DIS - Authorization for Funded Programs
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	8. Authorization for Funded Programs
Access	Public
Type	Consent

It is recommended that authorization be given to participate in the following funded programs and/or projects, 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.

The California Community College, Chancellor's Office, Perkins Title IB grant titled **"Business Education Statewide Advisory Committee (BESAC)" at Coastline Community College has been renewed.** Coastline Community College will serve as the 2012-2013 fiscal agent and facilitating institution for the Business Education Statewide Advisory Committee (BESAC) to host advisory committee meetings and co-sponsor the annual conference.

Fiscal Impact: Coastline Community College will receive \$38,000 from July 1, 2012 through June 30, 2013. No matching funds are required.

Orange Coast College and Golden West College have received new funding from the California Community College Chancellor's Office titled the **California Community College Student Mental Health Program Grant.** This joint project will support prevention and early intervention strategies that address the mental health needs of students, and advance both collaboration between local community colleges and the county mental health office.

Fiscal Impact: Orange Coast College and Golden West College will receive a total of \$222,648.77 from July 1, 2012 through May 31, 2014. No matching funds are required.

Orange Coast College has received an increase in funding for the California Department of Education, Child Development Division grant titled **"Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167)".** The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding provides child care services for infants and toddlers for low income students enrolled in a minimum of 6 units while attending Orange Coast College, Golden West College or Coastline Community College.

Fiscal Impact: This is an amendment to the existing agreement for the Orange Coast College Children's Center General Child Care Funds for 2012-2013. Orange Coast College will receive ~~\$162,883~~ **\$183,819** from July 1, 2012 through June 30, 2013. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child per day of full time enrollment of 228 days of operation. A resolution is required as part of this grant and is included in the resolution pages. **Original Board date: July 18, 2012.** (See Attachment #2; Resolution #12-33 is Attachment #12)

Orange Coast College has received an increase in funding for the California Department of Education, Child Development Division grant titled "**Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-2325)**". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding provides child care services for preschool children ages 3-5 years for low income students enrolled in a minimum of 6 units while attending Orange Coast College, Golden West College or Coastline Community College.

Fiscal Impact: This is an amendment to the existing agreement for the Orange Coast College Children's Center Preschool Program Funds for 2012-2013. Orange Coast College will receive ~~\$108,345~~ **\$122,272** from July 1, 2012 through June 30, 2013. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child per day of full time enrollment for a minimum of 228 days of operation. A resolution is required as part of this grant and is included in the resolution pages. **Original Board date: July 18, 2012.** (See Attachment #3; Resolution # 12-34 is Attachment #13)

File Attachments

[California State Preschool Program Contract Amendment CCSP-2325-001.PDF \(68 KB\)](#)

[California State Preschool Program Contract Amendment CCTR-2167-001.PDF \(130 KB\)](#)

9. Authorization for Disposal of Surplus

Subject **9.01 DIS - Disposal of Surplus**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 9. Authorization for Disposal of Surplus
Access Public
Type Consent

File Attachments

[091912Surplus.pdf \(7 KB\)](#)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Computer	9058746	GX270	59B1441	P
Computer	9058799	GX270	5K51441	P
Computer	9058743	GX270	4DB1441	P
Computer	9055219	GX280	520T361	P
Computer	9055312	GX280	52L1961	P
Freezer	2007606	---	---	I
Projector & cart	9060408	---	---	P
Projector & cart	9060407	---	---	P
Screen Printer	9011196	---	---	P
Projector	---	---	---	P
Fabric Testers (2 boxes)	---	---	---	P
Fabric (2 boxes)	---	---	---	P
Projector	---	---	---	P
Desks (2)	---	---	---	P
Microscope	9025382	---	---	I
Microscope	2001812	---	---	I
Microscope	9040230	---	---	I
Microscope	9040218	---	---	I
Microscope	9040219	---	---	I
Microscope	9040217	---	---	I
Microcentrifuge	2003186	---	---	I
Binocular scope	2002749	---	---	I
Dissecting scope	9040217	---	---	I
Rolling locking cabinet	---	---	---	P
Doors (2)	---	---	---	p
Whiteboard	---	---	---	P
Balance	9019351	HK160	82517	I
Balance	2002468	AE260	G50093	P
The following items are to be used for "trade in":				
Camera	9056809	DXC-D35WS	100349	Trade-in
Camera Lens	9057001	YJ19x9B4	03206A	Trade-in
Camera Control	9056920	ZSD-300M	---	Trade-in
Camera	9056810	DXC-D35WS	100284	Trade-in
Camera Lens	9056999	YJ19x9B4	03206A	Trade-in
Camera Control	9056918	ZSD-300M	---	Trade-in

10. Authorization to Enter Into Standard Telecourse Agreements

Subject	10.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	10. 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.

CHILD DEVELOPMENT: STEPPING STONES

Howard Community College (MD)

Term of Agreement: September 1, 2012 – August 31, 2013

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

File Attachments

[Telecourses.pdf \(29 KB\)](#)

11. Approval of Clinical Contracts

Subject **11.01 OCC - Clinical Contracts**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **11. Approval of Clinical Contracts**
Access **Public**
Type **Consent**

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

RENEWAL

Providence Health System-Southern Calif. Non-Standard Clinical Affiliation Agreement
 Torrance, CA
Term: September 20, 2012 to July 31, 2014
Compensation: None
(See Attachment #4)

NEW

Junil Ahn, DDS, M.D. Standard Clinical Affiliation Agreement
 Mission Viejo CA
Term: September 20, 2012 to March 30, 2017
Compensation: None

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

File Attachments

[Agreement Providence Health & Services of SC Rev 2012-08-29.pdf \(33 KB\)](#)

12. Approval of Standard Agreements

Subject	12.01 DIS - Standard Agreements
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	12. Approval of Standard Agreements
Access	Public
Type	Consent

Authorization to Conduct a Short-term Study Program in New York, New York, Summer 2013

After review by the Dean of Consumer and Health Science, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct at program in New York, New York, June 09 - June 15, 2013. This program is a standard travel contractor agreement. All logistical arrangements will be handled by Cover New York II, LTD. Chris Amaral, full-time faculty member and Michelle Craner, Part-time instructor to serve as faculty. Two Fashion courses will be offered.

Fiscal Impact: No replacement costs for faculty assigned to program. All payments by trip participants for travel services shall be made through the Bursar's Office. The courses will not generate FTEs. Travel contractor shall account to CCCD for the total cost of the trip.

Authorization to Conduct a Short-term Study Abroad Program in Cambridge, England, Summer 2013

After review by the Dean of Literature and Languages, it is recommended by the Orange Coast College President that authorization be given to enter into a standard travel contractor agreement to conduct at program in Cambridge, England, June 17-August 16, 2013. This program is a standard travel contractor agreement. All logistical arrangements will be handled by Reach Cambridge, United Kingdom. Karen Felts, OCC English Professor, Full-time faculty member to serve as faculty. Two English courses will be offered.

Fiscal Impact: 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 FTEs. Travel contractor shall account to CCCD for the total cost of the trip.

Subject **12.02 OCC - Standard Agreements**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **12. Approval of Standard Agreements**
Access **Public**
Type **Consent**

Approve Standard Agreement Student Internship Agreement between Jenny Chan, Czareine Madlangbayan and Phillip Nguyen and the Coast Community College District for the Purpose of Providing Unpaid/Non-Sponsored Assistance in the OCC Chemistry Stockroom

Background: For most of its history, OCC Chemistry stockroom has had two full-time classified employees to provide support to the six laboratory classrooms hosting more than 50 lab sessions per week. Because of budget constraints, there is now one full-time classified employee and about 20 hours of part-time support per week.

Goal/Purpose: Provide two unpaid internships to work in the OCC Chemistry stockroom to support classes and the stockroom.

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 Jenny Chan and Phillip Nguyen for the purpose of providing non-sponsored unpaid internship. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Approve Standard Agreement Student Internship Agreement between California State University, Fullerton and the Coast Community College District for the Purpose of Providing Unpaid/Non-Sponsored Assistance as Teaching Assistant to Dr. Terry Timmins, Sociology Department faculty

Background: California State University, Fullerton, graduate student, Ms Anna Karin Tollin, will serve as an intern teaching assistant from 8/27/12-12/16/12. Paperwork for this request was inadvertently left in Dr. Timmins' office over the summer break. On advice from Risk Services, Ms. Tollin has been interning having signed a Voluntary Activities Participation Form pending Board approval.

Goal/Purpose: Provide unpaid internships to work in the OCC Sociology Department to support faculty member and students.

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 California State University, Fullerton for the purpose of providing non-sponsored unpaid internship. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None

Subject **12.03 CCC – Standard Agreements**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 12. Approval of Standard Agreements
Access Public
Type Consent

Approve District Standard Scope of Work #2012-80 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 #2012-80 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for a Continuous Vibration Monitoring training program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$51,000 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

Approve District Standard Scope of Work #2012-82 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 #2012-82 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for a Lead Safety 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: \$4,844 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

Approve District Standard Scope of Work #2012-83 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 #2012-83 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for a Breech Lock Exchanger Maintenance 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: \$25,500 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

Approve District Standard Scope of Work #2012-84 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 #2012-84 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for development of a Simulation/CO Training Prototype. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$25,500 income from Chevron Products Company payable in five equal payments based upon completion of each of five project milestones.

13. Authorization for Purchase of Institutional Memberships

Subject **13.01 DIS - Institutional Memberships**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **13. Authorization for Purchase of Institutional Memberships**
Access **Public**
Type **Consent**

RENEWAL

Name and Acronym: Costa Mesa Chamber of Commerce

Term of Membership: November 1, 2012 – November 1, 2013

Cost: 600.00

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

Subject **13.02 OCC - Institutional Memberships**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

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

Term of Membership: 2012-2013

Cost: \$3,960

Purpose: Membership dues support the continuation of services that Education Code and Title 5 assign responsibility to the Academic Senate to make available to all faculty. Membership dues will be paid from Academic Senate Office budget.

Subject **13.03 CCC – Institutional Memberships**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 13. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Name and Acronym: Southern California Intersegmental Articulation Council (SCIAC)

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

Cost: \$75

Purpose: Membership provides important counseling services regarding Coastline articulated courses so they are up-to-date.

Name and Acronym: Community College Public Relations Organization (CCPRO)

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

Cost: \$175

Purpose: CCPRO offers a broad range of professional and college support services in marketing, public and media relations, community and alumni relations, publications, legislative, governmental relations, and special-events coordination.

Name and Acronym: National Council for Marketing and Public Relations (NCMPR) District 6

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

Cost: \$450

Purpose: NCMPR offers support, resources, conferences, events, webinars, and discussion boards to connect and enhance the efforts of community college administrators responsible for marketing and public relations.

14. Authorization for Off-Campus Assignments

Subject	14.01 DIS - Off Campus Assignment
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	14. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

Andrew C. Jones, Chancellor, to serve as a member of the American Association of Community Colleges 21st Century Initiative - Implementation Team 4: Developmental Education Re-design - Resources for Community Colleges, from September 20, 2012 through June 30, 2013, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

15. Authorization for Community Activities

Subject	15.01 OCC - Community Activities
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	15. 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 September 6 , 2012 – June 30, 2013. 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 EXPERTS

L.A. WELDING CERTIFICATION & LICENSING, Fee: \$225, 32 hours. Presenters: Eric Budwig. 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)

WIRE FEEDER WELDING, Fee: \$375, 48 hours. Presenters: Eric Budwig. 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)

16. Authorization for Sailing Program

Subject 16.01 OCC - Sailing Program
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 16. Authorization for Sailing Program
Access Public
Type Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of September 20, 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

SAFETY AT SEA SEMINAR-US SAILING Sanctioned, Fee \$140/\$175, 8 hours

PRESENTERS: Debora Dunne, Robert Profeta, Karen Prioleau, Paul Prioleau, John Rousmaniere, Chuck Hawley, Katy Pointer, Daniel Segerblom, John Jourdane (F).

Winter Break Sailing Camp for Kids; Fee: \$150, 16 hours. Fee includes food for an end of camp social.

PRESENTERS: Debbie Dunne, Debora Robinson, Daniel Segerblom, Christopher Segerblom, Michael Dahl, Chase Wells, Mary Allison Thomas, (F)

SPECIAL PROJECTS

Project/Activity: Sailing Center to host AMSEA Train the Trainer Course; Marine Safety Instructor Training and Commercial Fishing Vessel Safety Instructor Training.

Location: Sailing Center

Dates: November 12-18, 2012

Department: OCC Kinesiology & Athletics.

Cost/Purpose/Funding Source: Course fee to be paid by students to AMSEA. 3-4 OCC Sailing Instructors to attend at no cost. The purpose of the training is to train individuals to *effectively* teach cold water survival procedures, marine safety equipment and onboard safety drills and provide current instructors with advanced learning opportunities to improve programs for students. Some meals and materials included. Expenses to be paid from Sailing Center or grant funds.

Project/Activity: OCC Sailing Center to host instructor training for sail, powerboat and professional mariner instructors. Training to include US SAILING seminars as well as training by in-house instructors.

Location: Sailing Center

Dates: TBA-Between Sept 16, 2012 and June 30, 2013

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: Fee varies by course. The purpose of the training is to provide current instructors with advanced learning opportunities to improve programs for students. Some meals included. Expenses to be paid from Sailing Center or grant funds.

Project/Activity: US SAILING Sanctioned Safety at Sea Seminar. Sailing Center to host offshore safety training seminar.

Location: Newport Harbor Yacht Club

Dates: January 19, 2013

Department: OCC Kinesiology & Athletics

Cost/Purpose/Funding Source: Expenses covered by participant fees. To provide offshore safety training for OCC Sailing students. Some meals included. Expenses to be paid from Sailing Center Funds.

Project/Activity: OCC Sailing Center Professional Development and Training

Date: TBA – between Sept 20 and June 30, 2013

Department: OCC Kinesiology & Athletics

Purpose: To distribute information and provide training for staff and instructors, and to host special activities at the Sailing Center and aboard Sailing Center vessels, with and without student attendance, including but not limited to department works shops, instructor training, instructor meetings, boat maintenance and orientation trips and Industry Advisory Committee meetings.

Cost/Purpose/Funding Source: Total amount \$7,500 in expenses to include food, materials and other event expenses, to be paid from Sailing Center funds.

Project/Activity: Sailing Center Holiday Dinner and Boat Parade Viewing

Date: Wednesday, Dec 14 or Thursday, Dec 15, 2012

Department: OCC Kinesiology & Athletics

Purpose: Holiday event for sailing center staff, spouses and guests. A light buffet dinner will be served. A boat ride to view the Newport Harbor Holiday Boat Parade will be offered aboard the Nordic Star or other OCC Sailing or Foundation vessel.

Cost/Purpose/Funding Source: Total amount of \$1,500 in expenses to include food and beverages to be paid from Sailing Center funds.

Project/Activity: OCC Women's Crew All Team Meeting

Location: OCC Boathouse

Date(s): Aug 29th, 2012

Department: KIN & Athletics

Purpose: Meeting for the OCC Women's Crew team members

Cost/Purpose/Funding Source: None

Project/Activity: OCC Women's Crew Team BBQ

Location: OCC Boathouse

Date(s): Sept. 21, 2012

Department: KIN & Athletics

Cost/Purpose/Funding Source: Ancillary \$200

Project/Activity: OCC Women's Crew Parents Meeting

Location: OCC Boathouse

Date(s): Sept. 19, 2012

Department: KIN & Athletics

Cost/Purpose/Funding Source: Ancillary \$100.00

Project/Activity: OCC Women's Crew Parents Learn To Row

Location: Newport Beach, Ca

Date(s): Dec. 1 or 8th, 2012

Department: KIN & Athletics

Cost/Purpose/Funding Source: \$200

Project/Activity: OCC Women's Crew Garage Sale
Location: TBD
Date(s): Jan 11-13th, 2013
Department: KIN & Athletics
Cost/Purpose/Funding Source: N/A
Transportation: N/A

INDEPENDENT CONTRACTORS

UNDER \$10,000

IC Name: Reliable Delivery Service

Services: To provide transportation for OCC Sailing's vessels, containers and donations.

Payment Schedule/Compensation: Total contract amount \$2,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Sept 20, 2012 - June 30, 2013

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

IC Name: Robert L. Schuster

Services: To provide fabrication, installation, maintenance and renewal of systems on OCC vessel Nordic Star to meet USCG requirements.

Payment Schedule/Compensation: Total contract amount \$9,000 for the term of the contract to be paid upon submittal of invoice as work is completed.

Term of Agreement: Sept 20, 2012 - June 30, 2013

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

IC Name: Valley Power Systems, Inc.

Services: To provide engine service and maintenance for OCC Sailing's vessels and donations.

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

Term of Agreement: Sept 20, 2012 - June 30, 2013

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

AUTHORIZATION FOR STUDENT TRIPS

Conference/Activity: Women's Crew at UC Santa Barbara Scrimmage (Varsity Only)

Location: Lake Cachuma, Ca

Date(s): Oct 20th

Department: KIN & Athletics

Cost/Purpose/Funding Source: Ancillary \$250.00

Transportation: School Vans

Conference/Activity: Women's Crew at Row For The Cure

Location: Mission Bay San Diego

Date(s): Oct 28th, 2012

Department: KIN & Athletics

Cost/Purpose/Funding Source: \$500 entry fees

Transportation: School Bus

Conference/Activity: Women's Crew at Newport Autumn Rowing Festival

Location: Newport Beach, Ca
Date(s): Nov 4th, 2012
Department: KIN & Athletics
Cost/Purpose/Funding Source: \$1000 Entry Fees
Transportation: N/A

Conference/Activity: OCC Women's Crew at San Diego Fall Classic
Location: Mission Bay in San Diego, CA
Date(s): Nov 11th, 2012
Department: KIN & Athletics
Cost/Purpose/Funding Source: \$500 Entry Fees
Transportation: School Buses

Conference/Activity: Women's Crew at Coast's Ergathon
Location: Newport Beach, Ca
Date(s): Nov 16th, 2012
Department: KIN & Athletics
Cost/Purpose/Funding Source: N/A
Transportation: N/A

Conference/Activity: OCC Women's Crew at Coast Sprints
Location: Newport Beach, Ca
Date(s): Dec. 1 or 8th, 2012
Department: KIN & Athletics
Cost/Purpose/Funding Source: N.A
Transportation: N/A

Conference/Activity: OCC Women's Crew UC at Santa Barbara Scrimmage
Location: Lake Cachuma, Santa Barbara
Date(s): Jan 26th, 2013
Department: KIN & Athletics
Cost/Purpose/Funding Source: 1000\$ Camping fees
Transportation: School Vans

REVISIONS TO PREVIOUS BOARD

SPECIAL PROJECTS

Project/Activity: Open House, Summer Sailstice, various Boat Shows and events to promote OCC School of Sailing & Seamanship classes and programs.

Date: June 21, 2012 to June 30, 2013

Department: Sailing Center

Purpose: To promote Sailing Center programs, professional mariner's program, and program donations.

AMEND Cost/Purpose/Funding Source: Expenses \$10,000 for fiscal year 2012-13 for show fees, display materials and event food. To be paid from Sailing Center or Foundation funds. (prior approval 6/20/12)

17. Personnel Items

Subject **17.01 District**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 17. Personnel Items
Access Public
Type Discussion

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- c. Authorization for Changes in Salary Schedules
- d. Authorization for Additional Assignments or Change in Bargaining Unit, Classified Staff
- e. Authorization for Professional Experts

File Attachments

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

PERSONNEL ITEMS

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

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

Classified Management

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Van Ast, Paul	CCC	Dir, Orange County One Stop Center	Resign	10/03/12

b. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2012-13 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Miscione, Velvet	CCC	II 07	III 08
Miyadi, Barbara	GWC	III 12	IV 13
Morgan, Arabian	OCC	III 12	IV 13
Parker, Kenneth	OCC	III 13	IV 13

c. Authorization for Changes in Salary Schedules

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

<u>Classification</u>	<u>Range</u>	<u>Changes</u>
<u>Classified Management</u>		
Student Financial Aid Assistant Dir-BFAP	G-15	Add to Salary Schedule

d. Authorization for Additional Assignments or Change in Bargaining Unit, Classified Staff

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Needham, Carol	CCC	Hrly/Temp/Clerical/Sec	08/28/12	06/30/13	H-8-01

e. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Lee, Amy, CCC, to provide support to Contract Education department in web analysis and media conversion for Military Mobile/PDA Program, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 86.2 units per week for 40 weeks, compensation to be \$34,480.00, funding source is Ancillary Funded Project.

Leighton, John, CCC, to research, develop, and edit grant proposals, for the period 10/01/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 12.631 units per week for 38 weeks, compensation to be \$48,000.00, funding source is General Fund.

Mesenhimer, Timothy D., OCC, to assist with OCC Football team equipment, for the period 09/06/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 2.56 units per week for 43 weeks, compensation to be \$11,000.00, funding source is Athletics.

Raddavong, Buffie, CCC, to serve as an Administrative Liaison for Contract Education CCC EBUS (Education Bound US) Program, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 54 units per week for 40 weeks, compensation to be \$21,600.00, funding source is Ancillary Funded Project.

Snyder, Thomas J., CCC, to serve as a Project Facilitator for the Title III AANAPISI (Asian American Native American Pacific Islander) Grant, for the period 10/01/12 to 09/30/13, to be paid by timecard at \$100.00 per unit, 5.792 units per week for 52 weeks, compensation to be \$30,120.00, funding source is Categorical Funds.

Ward, Jason B., CCC, to serve as a Project Coordinator for Contract Education Learning First Pilot, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 45.905 units per week for 40 weeks, compensation to be \$18,362.00, funding source is Ancillary Funded Project.

Wolzinger, Renah, DIST, to continue building pathways and articulations with high schools, continue work on Coast Pathways to provide a planning tool for high school students, their parents, teachers, and counselors, represent CCCD on CTEoc to further develop our partnerships with high schools and to initiate and coordinate pathway days with high schools and middle schools as part of the CTE Community Collaborative Year Four Grant, for the period 09/20/12 to 01/31/13, to be paid by timecard at \$100.00 per unit, 6.9 units per week, for 20 weeks, compensation to be \$13,800.00, funding source is CTE Community Collaborative Year Four Grant.

Other Professional Experts

Delgado, Adrian, OCC, to assist with Women's Volleyball and Basketball teams, for the period 09/06/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 1.861 units per week for 43 weeks, compensation to be \$8,000.00, funding source is Ancillary.

Fatzaun, Peter, OCC, to assist with OCC Men's and Women's Soccer teams, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.244 units per week for 41 weeks, compensation to be \$1,000.00, funding source is Ancillary Account.

McDonald, Nicolas J., OCC, to provide support for athletic events and equipment room, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 9.76 units per week for 41 weeks, compensation to be \$4,000.00, funding source is Ancillary and Athletic General Funds.

McDonald, Nicolas J., OCC, to assist with OCC Baseball team, for the period 09/20/12 to 06/30/13, to be paid by timecard at \$10.00 per unit, 19.51 units per week for 41 weeks, compensation to be \$8,000.00, funding source is Ancillary Funds.

Yee, Kenneth, OCC, to assist with OCC Football team, for the period 09/06/12 to 06/30/13, to be paid by timecard at \$100.00 per unit, 0.47 units per week for 43 weeks, compensation to be \$2,000.00, funding source is Athletics.

j. Authorization for Monthly Travel Allowances

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

CCC

Kerwin, William
Acting Dean, Military/contract Education

\$225 per month

18. Authorization for Independent Contractors

Subject	18.01 DIS - Independent Contractors
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	18. 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: Andrea Saveri

Services: Independent Contractor to perform special services for a one-day workshop to include preparation work. Contractor will utilize a design-thinking framework to enable organizations to improve operational efficiencies and develop actionable plans for strategy purposes and to include content, strategic issues and forecasting, and creative process.

Payment Schedule/Compensation: Not to exceed \$7,000.00 inclusive of all travel costs and materials associated with the workshop to be paid upon completion of training and presentation of invoice

Term of Agreement: September 20, 2012 - December 31, 2012

Source of Funding: District General Institutional Funds

Subject **18.02 GWC - Independent Contractors**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **18. 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: Ignatavicius, Donna c/o DI Associates, Inc.
Services: Consulting services to Nursing faculty/program in preparation for NLNAC accreditation visit.
Payment Schedule/Compensation: \$13,000, to be paid per invoice upon completion of project.
Term of Agreement: July 19, 2012 – July 1, 2014
Source of Funding: Foundation Account funds
(Revision is to add the company name. Previous Board action: 9/5/12.)

UNDER \$10,000

IC Name: Benedik, James
Services: Piano tuning and repair for GWC Music Department
Payment Schedule/Compensation: \$1,000, to be paid within 30 days after completion, upon invoice
Term of Agreement: September 1, 2012 – June 30, 2013
Source of Funding: District Music Department equipment repair funds

IC Name: Belo, Bruce
Services: Music instrument tuning and repair for GWC Music Department
Payment Schedule/Compensation: \$700, to be paid within 30 days after completion, upon invoice
Term of Agreement: September 1, 2012 – June 30, 2013
Source of Funding: District Music Department equipment repair funds

IC Name: Campbell Window Film
Services: Install Silver 20 8Mil Safety film on the windows of the CJTC mat room
Payment Schedule/Compensation: \$650, to be paid per invoice upon completion
Term of Agreement: September 7, 2012 – October 31, 2012
Source of Funding: Criminal Justice Training Center Sims Lab Grant funds

Subject **18.03 OCC - Independent Contractors**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 18. 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 OR UNDER

IC Name: Patricia Van Noble

Services: To serve as a guest speaker on *Becoming Math Confident* at the Re-Entry Center workshops

Payment Schedule/Compensation: To be paid at the rate of \$50/hour, for a total of 14 hours. Total contract amount is \$700.

Term of Agreement September 2012 and February 2013

Source of Funding: Expenses to be paid from ASOCC funds.

IC Name: Ando, Arthur

Services: Guest Speaker for Pilates Lecture Series

Department: Visual and Performing Arts

Payment Schedule/Compensation: To be paid \$150 upon completion of services

Term of Agreement: Fall 2012

Source of Funding: Ancillary and ASOCC Funds

IC Name: Action Duct Cleaning Services

Services: Exhaust Cleaning of Instructional Food Service Facilities

Department: Consumer and Health Sciences

Payment Schedule/Compensation: to be paid \$2,825 semi-annually

Term of Agreement: September 20, 2012 – June 30, 2013

Source of Funding: Instructional Food Service Operational Funds

IC Name: Caitlin Donnelley.

Services: To perform an External Evaluation of the Title III Grant for United States Department of Education Compliance on August 1, 2012 per the terms of the Grant.

Payment Schedule/Compensation: To be paid a one-time fee of \$6,500 upon submission of invoice for services rendered.

Source of Funding: Title III Grant – PME Funds.

(Item is submitted after-the-fact as these services are required for the Title III Grant and the Department did not realize there needed to be a separate contract)

IC Name: Graphic Edge

Services: To research and write 12 QT newsletters for the Work-Based Learning Collaborative Grant.

Payment Schedule/Compensation: Making Connections to be paid by monthly invoice a total of \$9,000.

Terms of Agreement: September 20, 2012 - June 30, 2013

Source of Funding: Work-Based Learning Collaborative Grant.

IC Name: Jackstin

Services: To redesign and update the work-based learning and career development websites for the Work-Based Learning Collaborative Grant.

Payment Schedule/Compensation: Jackstin to be paid by monthly invoice a total of \$10,000.

Terms of Agreement: September 20, 2012 - June 30, 2013

Source of Funding: Work-Based Learning Collaborative Grant.

OVER \$10,000

IC Name: Making Connections

Services: To research and write 12 QT newsletters for the Work-Based Learning Collaborative Grant.

Payment Schedule/Compensation: Making Connections to be paid by monthly invoice a total of \$24,000.

Terms of Agreement: September 20, 2012 - June 30, 2013

Source of Funding: Work-Based Learning Collaborative Grant.

IC Name: Making Connections

Services: To research and write 5 QT newsletters for the Career Development Collaborative Grant.

Payment Schedule/Compensation: Making Connections to be paid by monthly invoice a total of \$15,000.

Terms of Agreement: September 20, 2012 - June 30, 2013

Source of Funding: Career Development Collaborative Grant.

IC Name: Graphic Edge

Services: To research and write 5 QT newsletters for the Career Development Collaborative Grant.

Payment Schedule/Compensation: Making Connections to be paid by monthly invoice a total of \$15,000.

Terms of Agreement: September 20, 2012 - June 30, 2013

Source of Funding: Career Development Collaborative Grant.

Subject **18.04 CCC – Independent Contractors**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 18. 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: Morris, Demetre

Services: Contract Education Military Program Outreach and Support Services on site at military installations.
Payment Schedule/Compensation: Annual compensation is \$24,693, paid in monthly increments upon receipt and approval of invoices.

Term of Agreement: September 20, 2012 – June 30, 2013

Source of Funding: Contract Education ancillary funds.

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-80, Continuous Vibration Monitoring, \$22,800; SOW #2012-82, Lead Safety, \$3,875; SOW #2012-83, Breech Lock Exchanger Maintenance, \$5,400; SOW #2012-84, Simulation/CO Training Prototype, \$5,400.

Payment Schedule/Compensation: \$37,475 upon completion of project deliverables broken down into five stages of completion.

Term of Agreement: September 20, 2012 – June 30, 2013

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

IC Name: Ryther, Susan

Services: Instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-83, Breech Lock Exchanger Maintenance, \$15,000; SOW #2012-84, Simulation/CO Training Prototype, \$15,000.

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

Term of Agreement: September 20, 2012 – June 30, 2013

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

IC Name: Accardi, Millicent

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2012-80, Continuous Vibration Monitoring.

Payment Schedule/Compensation: \$18,000 upon completion of project deliverables broken down into five stages of completion.

Term of Agreement: September 20, 2012 – June 30, 2013

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

19. Authorization for Professional Development Program

Subject 19.01 DIS - Authorization for Professional Development

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 19. Authorization for Professional Development Program

Access Public

Type Consent

Name	Course/Seminar	Date	Amount
Claire Kyllingstad HR Specialist GWC	Math C008 Pre-Algebra CCC	8/27/12 – 12/16/12	\$410.00
Thomas J. Choe Adm. & Records Tech II OCC	PSYG 601-02 Clinical Foundations I PSYG-604-01 Ethical & Legal Issues PSYG-614-02 Advanced Develop Psychology Vanguard University	08/20/12 – 12/15/12 08/21/12 – 12/15/12 08/22/12 – 12/15/12	\$3,250.00
Lim (Lynn) Schramm Division/Area Admin Coord. GWC	FINC 655 Financial Mgmt. Of the Firm ECON 501 Advance Topics: Economics Pepperdine University	8/28/12 – 12/04/12 10/05/12 – 10/27/12	\$3250.00
Sergio Borja A&R Tech II CCC	HUM 135 History & Appreciation of the Cinema PHIL 115 Logic & Critical Thinking CCC	08/27/12 – 12/16/12	\$416.00
Kathy Richardson Purchasing Clerk II DIST	PRX 200-41 Purchasing Fundamentals Cal State University Dominguez Hills	09/04/12 – 12/01/12	\$955.00
Susana Castellanos-Gaona Exe Asst to the Vice President GWC	EDUC 524 Challenges in Urban Education: Leadership University of Southern California	08/30/12 – 12/06/12	\$3,250.00
Anna Nibeel HR Tech, Dist Recruitment DIST	MATH 160 Intro to Statistics OCC	08/27/12 – 12/16/12	\$400.00

OPTION III: RELEASED TIME

Name	Course/Seminar	Date	Amount
Diana F Sharp Staff Aide OCC	CIS A170 Java Programming I OCC	8/27/12 – 12/16/12	\$2559.84

Subject **19.02 OCC - Professional Development**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 19. Authorization for Professional Development Program
Access Public
Type Consent

Niroumand, Madjid, Dean of Enrollment Services, to attend Dissertation Block coursework, at Argosy University in Orange from September through December 2012. Reimbursement of tuition and books not to exceed \$1500 to be paid from Management Professional Development funds.

Revision to Previous Board Action

Alternative Methods Project: New Assignment. Previously approved as a PROJECT

Arismendi-Pardi, Eduardo 5/20/12 4/30/13 Non-Instr. OL NTE, \$1000

Justification: Applicant was pre-approved by the PDI Alternative Methods Committee June, 2012. Will submit documentation of completed work to the Alternative Methods Committee by May 1, 2013.

20. Authorization for Staff Development

Subject **20.01 GWC - Staff Development**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 20. Authorization for Staff Development
Access Public
Type Consent

Math Department Symposium

Date(s): August 13, 2012

Purpose: Faculty training on the new MyLabs design and functionality.

Cost/Purpose/Funding Source: \$300 for food from Conferences Professional Development funds.

(Revision is to change the date. Previous Board action: 4/4/12.)

21. Approval of Purchase Orders

Subject **21.01 DIS - Purchase Orders**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 21. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[PO Board List 9-12-12.pdf \(13 KB\)](#)

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328514	Haas Factory Outlet Computer Numerically Controlled (CNC) lathe for machine shop	OCC	6401	80,868.99
P0328546	Johnson Health Tech North America OCC Treadmills	OCC	6411	21,625.43
P0328435	Southwestern Industries Inc Milling machine for Machine Technology	OCC	6401	20,120.75
P0328542	MSC Industrial Supply Co Instructional supplies	OCC	4312	13,000.00
P0328562	Cash Register Systems of OC Point of sale system for Food Services Management	OCC	6411	11,332.57
P0328451	Xpedx Paper & Graphics Paper & pressroom supplies	GWT	4310	10,000.00
P0328537	Citrix Online LLC	DIS	5638	9,625.00
P0328522	OC Wholesale Flowers	GWC	4312	9,000.00
P0328470	News Publishers Press	OCC	4321	8,000.00
P0328495	College Board	CCC	4312	7,750.00
P0328455	Safari Books Online LLC	OCC	5699	7,093.35
P0328486	Dermalogica Inc	GWC	4312	6,419.65
P0328425	Home Depot	OCC	4312	6,000.00
P0328553	EBSCO Subscription Services	GWC	5306	5,823.16
P0328535	Acer Springwood Industrial Inc	OCC	6411	5,325.54
P0328549	Digital Networks Group Inc	OCC	6412	5,324.97
P0328450	Spicers Paper Inc	GWT	4310	5,000.00
P0328523	A-Z Wholesale Floral Supply Inc	GWC	4312	5,000.00
P0328531	WESCO Distribution Inc	OCC	4677	5,000.00
P0328483	B & H Photo-Video	OCC	4312	4,889.26
P0328528	Caltine Metals	OCC	4312	4,800.00
P0328547	CollegeSource Inc	CCC	5699	4,570.00
P0328459	Greenline Data Inc	OCC	6412	4,144.46
P0328526	Independent Electric Supply Inc	OCC	4312	4,000.00
P0328559	Office Depot	OCC	4312	4,000.00
P0328534	Pitney Bowes Inc	DIS	5682	3,550.00
P0328472	Office Depot	GWC	4312	3,000.00
P0328446	Saddleback Golf Cars	OCC	5657	2,992.48
P0328439	Verizon Wireless	CCC	4312	2,950.00
P0328491	Amber Products	GWC	4312	2,855.22
P0328497	CI Solutions	CCC	5638	2,780.00
P0328428	SARS Software Products Inc	CCC	5699	2,700.00
P0328527	Newark in One	OCC	4312	2,600.00
P0328469	Thompson Building Materials	OCC	4312	2,500.00
P0328508	World Point	OCC	4312	2,323.74

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328449	Kelly Paper	GWT	4310	2,000.00
P0328452	Agfa Corporation	GWC	4310	2,000.00
P0328499	Shred Confidential Inc	CCC	5899	2,000.00
P0328515	Marcive Inc	GWC	5306	2,000.00
P0328465	Thermo Fisher Scientific (Asheville) LLC	OCC	5638	1,888.34
P0328519	Follett Higher Education Group Inc #1180	OCC	4312	1,659.35
P0328467	CI Solutions	OCC	4312	1,647.25
P0328487	Dermalogica Inc	GWC	4312	1,627.89
P0328494	Hoover Printing & Lithography Inc	OCC	4321	1,616.25
P0328436	Ware Group	OCC	5699	1,500.00
P0328529	Hanks Electrical Supplies Inc	OCC	4312	1,500.00
P0328532	Home Depot	GWC	4312	1,500.00
P0328431	Ipswitch Inc	CCC	5699	1,443.85
P0328500	Rose Center Theater	GWC	5684	1,436.31
P0328484	Western Graphics Plus	OCC	4321	1,373.78
P0328552	Microsoft Corp	GWC	5638	1,289.00
P0328444	Hoover Printing & Lithography Inc	OCC	4321	1,131.38
P0328464	McMaster-Carr	OCC	4312	1,000.00
P0328468	Home Depot	OCC	4312	1,000.00
P0328504	Shamrock Scientific Specialty Systems Inc	GWC	4312	1,000.00
P0328506	Ward's Natural Science	OCC	4312	1,000.00
P0328525	Island Florals	GWC	4312	1,000.00
P0328530	Home Depot	OCC	4312	1,000.00
P0328430	Xerox Corp	OCC	5638	980.53
P0328433	Home Depot	OCC	4312	950.96
P0328543	GovConnection Inc	DIS	4315	922.28
P0328551	LT Enterprises	GWC	5638	920.00
P0328488	US Foodservice	GWC	4312	914.44
P0328461	CI Solutions	OCC	5638	890.00
P0328548	ProForce Law Enforcement	GWC	4312	806.51
P0328462	Office Depot	GWC	4312	800.00
P0328471	Office Depot	OCC	4312	800.00
P0328507	Carolina Biological Supply	OCC	4312	800.00
P0328524	Ocean In Motion	OCC	4312	800.00
P0328466	Home Depot	OCC	4312	780.00
P0328554	Westminster High School	OCC	5850	750.00
P0328493	Marina Football Boosters	OCC	5850	700.00
P0328536	GT Software Inc	DIS	5638	660.00
P0328437	KPSS Inc	GWC	4312	658.59
P0328490	Eva's Esthetics	GWC	4312	641.12
P0328489	Burmax Co Inc	GWC	4312	615.31
P0328447	AJ Graphics	GWC	4310	600.00
P0328512	MVAP Medical Supplies Inc	OCC	4312	571.52

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328438	KPSS Inc	GWC	4312	500.00
P0328492	Office Depot	DIS	4312	500.00
P0328521	Golden Trophy & Awards	DIS	4321	500.00
P0328533	Office Depot	CCC	4312	500.00
P0328561	NCBAA	DIS	5320	500.00
P0328443	ACHRO/EEO	DIS	5320	450.00
P0328540	Provantage Corp	DIS	4315	416.82
P0328485	Art Supply Warehouse	GWC	4312	410.00
P0328429	Office Depot	GWC	4312	403.09
P0328448	Gans Ink & Supply Co Inc	GWC	4310	400.00
P0328516	OC Register	CCC	5306	392.21
P0328517	OC Register	CCC	5306	392.21
P0328539	Dell Higher Education	DIS	4315	374.91
P0328460	Xerox Corp	GWC	5638	372.00
P0328509	Security Signal Devices	CCC	5899	360.00
P0328475	Dell Higher Education	OCC	6412	357.72
P0328463	Pacific Clippings	OCC	5899	354.00
P0328481	Blick Art Materials	GWC	4312	350.00
P0328545	G/M Business Interiors	DIS	4315	342.65
P0328503	Guildcraft Inc	CCC	4312	330.28
P0328541	Sehi Computer Products Inc	DIS	4315	318.26
P0328498	TXcessSurplus	CCC	5657	316.63
P0328511	ADA Badminton & Tennis	GWC	4312	310.32
P0328496	LAHS Football Boosters	OCC	5850	300.00
P0328501	State of Calif/Military Dept (JFTB)	GWC	5684	290.00
P0328478	CDWG	CCC	4315	285.41
P0328513	Xerox Corp	OCC	5638	272.00
P0328544	Xerox Corp	DIS	4312	251.36
P0328555	iContact Corp	CCC	5306	250.56
P0328432	Follett Higher Education Group Inc #1181	GWC	4312	250.00
P0328454	NCMPR	OCC	5320	225.00
P0328426	Home Depot	OCC	4312	220.00
P0328423	Follett Higher Education Group Inc #1094	OCC	4312	200.00
P0328457	Follett Higher Education Group Inc #1094	OCC	4312	200.00
P0328482	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0328558	CDWG	OCC	4312	193.63
P0328474	Office Depot	GWC	4312	190.00
P0328505	VWR Int'l LLC	OCC	4312	186.74
P0328456	Lazar & Associates	OCC	5899	170.00
P0328473	Office Depot	GWC	4312	120.00
P0328427	Garden Grove Chamber of Commerce	CCC	5320	119.00
P0328442	US Government Printing Office	CCC	4312	102.36
P0328510	LabelCity Inc	GWC	4312	86.31

PO NUMBER	VENDOR NAME/DESCRIPTION	SITE	OBJECT CODE	AMOUNT
P0328538	Office Depot	GWC	4312	79.48
P0328560	BACCHUS Network	OCC	4312	70.00
P0328477	Office Depot	GWC	4312	64.65
P0328502	Factory Direct Craft Supply Inc	CCC	4312	62.76
P0328453	CCPRO	OCC	5320	50.00
P0328458	Nat'l Document Solutions	DIS	4312	46.71
P0328550	Office Depot	OCC	4312	36.59
P0328479	SAGE Publications Inc	GWC	5306	36.00
P0328476	Office Depot	GWC	4312	11.21
Total				<u>\$359,860.10</u>

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

22. Ratification / Approval of Checks

Subject **22.01 DIS - Ratification/Approval of Checks**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **22. Ratification / Approval of Checks**
Access **Public**
Type **Consent**

File Attachments

[Check Approval 09_19_12.pdf \(127 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0171832	Best Contracting Services Inc	526,736.00
	GWC Learning Resource Ctr	
0171835	Dennison Electric Inc	453,690.00
	Bid 1992 Newport Beach Learning Center	
0171985	Coast Community College Dist	267,274.32
	CCCD Annual Medical Claims	
0172090	Medco Health Solutions Inc	258,340.12
	Medical Prescription Claim	
0171855	West-Tech Mechanical Inc	228,887.00
	Bid 1992 Newport Beach Learning Center	
0171854	Superior Wall Systems Inc	192,735.00
	Bid 1992 Newport Beach Learning Center	
0172087	Keenan & Associates	162,800.50
	Protected Insurance Program	
0171834	Continental Flooring Inc	160,645.00
	Bid 1992 Newport Beach Learning Center	
0171852	PK Mechanical Systems Inc	135,983.00
	Bid 1994 Newport Beach Learning Center (GOBF)	
0171830	Anderson Charnesky Structural Steel Inc	108,290.00
	Bid 1992 Newport Beach Learning Center	
0171853	Southcoast Acoustical Interiors Inc	105,837.00
	Bid 1992 Newport Beach Learning Center	
0171836	RC Construction Services Inc	82,544.00
	Bid 1994 Newport Beach Learning Center (GOBF)	
0171869	Constellation NewEnergy Inc	73,440.71
	Electricity Districtwide	
0172008	Constellation NewEnergy Inc	64,667.56
	Electricity Districtwide	
0171964	ROI Networks Inc	58,740.66
	Three-year software support and maintenance - voicemail	
0172001	Blackboard Connect Inc	57,500.00
	Districtwide Emergency Notification Software	
0171851	Link-Nilsen Corp	55,803.00
	Bid 1992 Newport Beach Learning Center	
0171950	Hewlett Packard	53,892.19
	Desktops for CTE classrooms	
0171848	Dennison Electric Inc	50,410.00
	Bid 1992 Newport Beach Learning Center	
0171987	Reliastar Life Insurance Co	49,392.19
	Life Insurance Premiums	
0172109	Dell Higher Education	48,772.77
	Architectural classroom computers	
0171914	Avalon Center at Garden Grove	44,369.73
	Lease payment for One-Stop Westminster	
0171986	Reliastar Life Insurance Co	43,092.54
	Life Insurance Premiums	

0171849	Inland Building Construction Cos Inc	40,330.00
0171812	Bid 1992 Newport Beach Learning Center The Irvine Co LLC	38,404.12
0171783	Lease payment for One-Stop Irvine Burke Williams & Sorensen LLP	32,525.78
0172151	District General Counsel Legal Service Vision Service Plan	29,912.70
0171846	CCCD Annual Vision Claims Best Contracting Services Inc	28,852.00
0171850	Bid 1992 Newport Beach Learning Center Inland Pacific Tile Inc	27,896.00
0171957	Bid 1992 Newport Beach Learning Center NCS Pearson Inc	25,982.00
0171837	Annual fee for on-line tutoring services agreement West-Tech Mechanical Inc	25,432.55
0172081	Bid 1992 Newport Beach Learning Center Graybar Electric	22,869.61
0171988	Reliastar Life Insurance Co	21,848.47
0172006	Coast Community College Dist	19,550.00
0171818	William Miles & Law Office of Carlin & Buchs	17,500.00
0172110	DLT Solutions Inc	17,298.15
0171809	Southern Calif Edison Co	16,172.88
0171932	Dell Higher Education	15,219.98
0172004	CCCD Student Refunds	15,123.50
0172043	Pitney Bowes Reserve Account	15,000.00
0172059	Southern Calif Edison Co	14,694.88
0171913	Atkinson Andelson Loya Ruud & Romo	14,133.82
0171923	CCCD Student Refunds	13,301.50
0171831	Anderson Charnesky Structural Steel Inc	12,032.00
0171782	Board of Governors-CA Comm Colleges Chancell	11,700.00
0172124	OC Auditor-Controller	11,505.00
0172102	Commonwealth Annuity	10,898.13
0171941	Fisher Scientific	10,814.07
0171847	Cuyamaca Const Inc	10,530.00
0172062	Superior Asphalt Paving Inc	10,000.00
0172082	TruGreen Limited Partnership	9,995.00
0172125	OC Auditor-Controller	9,584.50
0171833	Construction Protective Services Inc	9,431.43
0171995	Apple Computer Inc	9,198.55
0171943	Freedom Scientific	9,124.85
0172024	ii Fuels, Inc	8,049.97
0172029	Knorr Systems Inc	8,034.04
0171878	ii Fuels, Inc	7,826.09
0171982	GCI Construction Inc	7,800.00
0171806	RR Donnelley	7,713.34
0171791	Dell Higher Education	7,133.53
0172138	Townsend Public Affairs Inc	6,550.00
0172067	Union Bank	5,911.14
0171784	Business Properties Partnership No 15	5,533.51

0171777	AT & T	5,130.85
0171844	Time Warner Cable Inc	4,917.77
0172016	Fontis Solutions	4,697.90
0171807	School Services of Calif Inc	4,200.00
0172061	Southland Industries	3,998.00
0171994	Andtech Corporation	3,873.00
0172097	Burmax Co Inc	3,454.71
0171890	Sea Clear Pools Inc	3,400.00
0171928	City of Garden Grove	3,383.70
0171990	Vision Service Plan	3,220.85
0172007	College Health Services LLC	3,200.00
0172085	Care Resources Inc	3,192.00
0172072	Verizon Wireless	3,068.01
0171921	Carolina Biological Supply	2,854.23
0172132	SARS Software Products Inc	2,700.00
0172057	Simplot Partners	2,602.29
0172034	Nextel Communications	2,600.96
0172021	GovConnection Inc	2,598.00
0171798	Int'l Security Products	2,536.14
0172146	Xerox Corp	2,496.84
0172071	Verizon Wireless	2,473.92
0172073	Vital Link OC	2,428.10
0171924	CDWG	2,400.62
0172134	Miriam Somoano	2,400.57
0172013	ePlus Technology inc	2,348.15
0172098	Gail Call	2,330.57
0172101	Chem Pro Laboratory Inc	2,264.00
0171909	Academic Senate	2,245.70
0171886	Office Depot	2,163.61
0171931	Daniels Tire Service	2,144.42
0171862	AT & T	2,129.92
0172015	Fisher Scientific	2,084.13
0171872	GlaxoSmithKline	2,030.50
0171773	Accurate Accounting Business Services LLC	2,000.00
0171925	Chevron	1,859.66
0171903	Xap Corp	1,858.10
0171776	ARS Enterprises	1,852.50
0171882	lynda.com	1,750.00
0171796	Hewlett Packard	1,708.14
0172053	Laila Rusamiprasert	1,680.00
0172026	Johnstone Supply	1,675.58
0171888	Quality Aire	1,546.67
0172012	Delta Biologicals	1,530.61
0171970	TechRoom Inc	1,500.00
0172054	Saddleback Materials Co Inc	1,392.67
0171822	Dept of Social Services	1,320.00
0171976	tw telecom holdings Inc	1,305.28
0172036	Anna Nibeel	1,300.00
0172145	Xerox Corp	1,299.66

0171926	CI Business Equipment Inc	1,295.00
0172033	Nexgen	1,291.36
0171969	Calvin Tang	1,243.31
0171915	Bamboo Solutions Corp	1,243.00
0172150	CCCD Workers Comp Trust Fund	1,227.59
0171919	Beverley Brownell	1,200.00
0172078	Smart & Final Stores LLC	1,185.54
0171942	Flinn Scientific Inc	1,174.59
0172143	David Whyte	1,102.00
0172064	Titan Environmental Solutions Inc	1,090.00
0171820	Xirrus	1,089.44
0171962	Rancho Santiago Comm College Dist	1,087.13
0172086	Celtic Special Health Prod Div	1,084.60
0171989	Unum Ltc	1,079.80
0172130	ProForce Law Enforcement	1,063.94
0172060	Southern Counties Lubricants LLC	1,052.66
0171885	Odyssey Power Corp	1,041.22
0171902	Ward's Natural Science	1,031.60
0171996	Ascent Elevator Services	1,027.00
0171959	Office Depot	1,014.78
0172003	Carolina Biological Supply	1,013.98
0171884	OCE'	1,007.76
0172035	Thuy Nguyen	1,000.00
0172122	North OC Comm College District	1,000.00
0171861	AT & T	983.32
0171937	Evonne Durand	982.44
0172136	Spicers Paper Inc	934.06
0171793	GovConnection Inc	901.56
0171934	Rendell Drew	900.00
0172022	Home Depot	857.50
0172040	Orange Coast Auto Repair	844.03
0171898	truWest Inc	840.45
0172042	Phoenix Group Info Systems	819.70
0171865	Calif Commercial Lighting Supply Inc	816.21
0171945	FVHS Football Boosters	800.00
0171935	W. Dunn III	791.97
0172083	West Coast Turf	770.42
0172142	Westminster High School	750.00
0171938	Eberhard Equipment Inc	728.33
0171778	BACCHUS Network	715.00
0171800	Fabienne McPhail Naples	701.67
0172032	New Readers Press	689.85
0171933	Dept of Industrial Relations	675.00
0171939	ePlus Technology inc	674.82
0172089	Medco Health Solutions Inc	672.62
0171983	Amer Fidelity Assurance	672.00
0171973	The Gas Co	663.36
0171857	Ascent Elevator Services	657.00
0171866	Carolina Biological Supply	640.05

0171917	Biopac Systems Inc	639.95
0171899	Union Bank	636.17
0172092	Doreen Vail	582.22
0172025	John Deere Landscapes Inc	577.54
0172017	Ganahl Lumber Co	576.03
0171922	Carter Brothers Fire & Life Safety	573.88
0172039	Office Depot	566.48
0171894	Caroline Spoja	556.79
0171868	Community College League of Calif	550.00
0171958	OCC Food Services	549.67
0171891	Security Signal Devices	547.05
0172050	Quartermaster OC	544.00
0172041	Pep Boys	524.92
0171977	West Payment Center	521.24
0171897	Travel Store Inc	510.60
0172117	Home Depot	501.47
0171971	The Bank of New York Mellon	500.00
0172140	United Parcel Service Inc	500.00
0171948	Great Western Sanitary Supply	497.73
0171910	Aguinaga Green Inc	495.65
0171780	Baudville Inc	491.24
0172055	Safety 1st Pest Control Inc	483.50
0171802	Office Depot	480.00
0172096	BSN Sports Inc	476.00
0171908	ABC Companies	468.71
0172112	Eurosport	460.98
0172103	Community College League of Calif	460.00
0172058	Smith Pipe & Supply Inc	458.70
0171965	RP Group Inc	450.00
0171947	Graybar Electric	440.13
0172030	Master Recording Supply Inc	431.00
0172038	OCLC Inc	429.50
0172099	CCCAOE	395.00
0172100	CCCAOE	395.00
0172137	T-Mobile USA	393.31
0171794	Grainger	392.87
0171880	Kelly Paper	385.23
0172075	World-Wide Fire Inc	372.45
0172133	Thomas Snyder	370.88
0171813	Thorn-Smith Labs	364.80
0172128	Pacific Clippings	354.00
0172037	OC Register	352.99
0171805	Rhino Electric Supply	352.72
0171795	HB Chamber of Commerce	350.00
0171815	United Parcel Service Inc	350.00
0171817	Waxie Sanitary Supply	348.34
0172135	Southern Calif Edison Co	341.89
0172031	Medical Arts Press	335.93
0172010	Dakota Backflow Co	330.00

0171816	Verizon California	324.53
0171896	Travel Store Inc	323.60
0171978	Xerox Corp	316.75
0172152	Vision Service Plan	315.11
0171821	Susan Bierlich	305.42
0171786	CCCEOPSA	300.00
0171787	CCCEOPSA	300.00
0172002	Campus Solutions	298.44
0171940	Federal Express Corp	290.27
0172065	Tri-anim Health Services	288.67
0171811	TALX Corp	287.50
0171956	Melissa Moser	286.62
0172056	Siemens Industry Inc	284.06
0172129	Preferred General Contracting & Exterminatin	280.00
0171974	Time Dated Services	275.00
0171779	Battery Systems Inc	271.43
0171819	Xerox Corp	269.64
0171883	NAFSA Publications Center	265.00
0171801	MicroAge	259.98
0172066	Turf Star Inc	255.42
0172005	James Cline	253.08
0172077	Yale Chase Equipment & Services Inc	244.79
0172123	Mary O'Connor	234.76
0171840	Iron Mountain	234.40
0171952	Home Depot	232.97
0171955	Fabienne McPhail Naples	225.60
0171799	Lynde-Ordway Co	222.07
0171916	Besam Entrance Solutions	221.47
0172126	Office Depot	218.13
0172027	Kelly Paper	217.55
0171874	Home Depot	214.18
0171856	Amer Proficiency Institute	210.00
0171871	Fisher Scientific	204.87
0171992	Accurate Termite & Pest Control	199.00
0172108	Cummins-Allison Corp	196.81
0171946	GovConnection Inc	189.68
0171876	Home Depot	189.59
0171953	Irvine Pipe & Supply	187.80
0171788	Cintas First Aid & Safety	186.02
0172106	Mark Craig	184.80
0171889	Refrigeration Supplies Distrib	183.14
0171814	Tomark Sports	182.96
0171867	Coastal Carbonic	177.72
0171873	Grainger	176.88
0171929	Coastal Carbonic	176.24
0171949	GWC Petty Cash	175.08
0171879	Daniel Johnson	174.64
0172147	Susan Bierlich	173.86
0171954	Daniel Johnson	173.58

0171803	Orange Coast Auto Repair	169.32
0171790	Comtel Pro Media	163.05
0172011	Dell Higher Education	161.61
0171968	Stater Bros Markets	161.35
0171875	Home Depot	159.86
0172118	Home Depot	159.43
0172105	Constructive Playthings	157.75
0171979	Susan Bierlich	157.12
0171967	Spectrum Gas Products Inc	155.20
0172116	Harbor Freight Tools	152.16
0171936	Dunn-Edwards Corp	152.12
0171930	Crown Ace Hardware	151.87
0172141	VWR Int'l LLC	151.15
0172095	Brustein & Manasevit PLLC	150.00
0172070	Verizon Wireless	148.35
0172120	Kelly Paper	148.24
0172121	Steven Mihatov	141.53
0171810	Storage Place	140.00
0171980	Stater Bros Markets	136.49
0171997	AT & T	134.95
0171808	Sign-Mart	134.67
0172091	Judith Tallman	131.65
0171842	Deborah Orrill	129.05
0171892	Siemens Industry Inc	125.89
0171774	Alan's Lawnmower & Garden Ctr Inc	123.43
0172018	Garden Grove Chamber of Commerce	119.00
0172028	Ken's Locksmithery	115.83
0171843	Zenia Phomphakdy	114.45
0172068	US Bank	103.98
0171881	Los Angeles Times	103.90
0171870	Eversoft	103.02
0172063	The Gas Co	102.03
0171785	Calif Tool Welding Supply	99.99
0171993	Allied Refrigeration Inc	99.28
0171927	Cintas First Aid & Safety	96.94
0171864	B & M Lawn & Garden Center	91.35
0172131	Saddleback Golf Cars	88.50
0172069	Verizon Wireless	87.87
0171863	AT & T	84.02
0171984	CCCD Workers Comp Trust Fund	83.95
0171900	Verizon California	79.50
0171918	Tanya Brown	76.00
0172127	Mike Ottiger	76.00
0172144	Frank Woodard	76.00
0171797	Home Depot	67.42
0171907	3M Clean Water Solutions	66.00
0172107	CSU Northridge	65.00
0171944	Fry's Electronics	63.50
0171951	Home Depot	62.92

0171789	Competitive Aquatic Supply	59.91
0171893	Southern Calif Edison Co	57.29
0172114	Kellyann Greene	57.29
0171775	Aramark Uniform Services	56.65
0171912	Aramark Uniform Services	56.65
0172094	Aramark Uniform Services	56.65
0171895	Martha Tran-Nguyen	56.44
0171999	AT & T	54.97
0172000	AT & T	54.97
0171972	The Gas Co	54.61
0172009	Crown Lift Trucks	50.00
0171963	Refrigeration Supplies Distrib	49.36
0172104	Constellation NewEnergy Inc	47.68
0172119	Margaret Jones	44.96
0172113	Eversoft	44.82
0172093	Alan's Lawnmower & Garden Ctr Inc	44.74
0172019	Golf Ventures West	43.20
0171792	Dunn-Edwards Corp	40.93
0171991	Vision Service Plan	40.70
0172139	Chau Tran	38.81
0171860	AT & T	38.20
0171781	Black Box Resale Services	34.88
0172084	Gregory Brenner	34.02
0172111	Doughty, Corine	32.34
0171887	Prudential Overall Supply Co	31.76
0172047	Prudential Overall Supply Co	31.76
0172049	Prudential Overall Supply Co	31.76
0171911	Alan's Lawnmower & Garden Ctr Inc	31.57
0172014	Federal Express Corp	31.33
0172076	Xerox Corp	31.00
0172020	Marcia Gordon	29.70
0171877	Hub Auto Supply	28.53
0172115	Anna Hanlon	27.26
0171905	Stater Bros Markets	26.88
0171920	Business Properties Partnership No 15	26.35
0171839	CCC Contract Education	25.85
0171966	SoCal Office Technologies Inc	24.31
0171823	Stater Bros Markets	23.52
0171904	Xerox Corp	23.03
0171838	Eric Barocio	22.53
0172048	Prudential Overall Supply Co	22.21
0172045	Prudential Overall Supply Co	21.96
0172051	Regal Awards	21.01
0172046	Prudential Overall Supply Co	20.93
0172023	Hub Auto Supply	20.75
0172044	Prudential Overall Supply Co	20.55
0171975	Cody Joe Torre	19.49
0171961	PSi	17.78
0171858	AT & T	15.78

Check Approval

0172074	Ward's Natural Science	12.46
0171998	AT & T	11.56
0171859	AT & T	11.52
0171841	Oce' Imagistics Inc	11.00
0171901	Verizon Wireless	9.88
0172088	Margaret Langhans	9.00
0171804	Pitney Bowes Presort Services Inc	8.46
0171960	Pitney Bowes Presort Services Inc	8.28
0172052	Rhino Electric Supply	7.68

Total**\$ 4,136,548.24**

23. Check List for General Obligation Bond Fund

Subject **23.01 DIS - General Obligation Bond Fund**
Meeting Sep 19, 2012 - Regular Meeting 2012
Category 23. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[Check Approval Bond 09 19 12.pdf \(11 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0172079	Dell Higher Education Desktop computers for multi-media carts, faculty and staff	349,333.98	420204
0171845	TB Penick & Sons Inc Bid 1992 Newport Beach Learning Center (GOBF)	124,387.00	420894
0171981	Dell Higher Education Computer notebooks for faculty (GOB Fund)	95,820.90	420204
0171906	Sun Environmental Engineering Services Inc OCC Music Modernization Asbestos Abatement	85,885.00	420202
0171826	ePlus Technology inc OCC Upgrade Classroom Telecommunications	30,540.70	420203
0172080	Titan Environmental Solutions Inc	14,100.00	420202
0171828	TB Penick & Sons Inc	13,821.00	420894
0171825	Doja Inc	12,179.00	420894
0172148	Dental Imaging Technologies Corp	9,000.00	420207
0171827	Metalclad Insulation Corp	4,600.00	420280
0171829	Valley Crest Tree Co	3,006.22	420283
0171824	B & P Services Inc	2,885.00	420280
0172149	ModSpace	754.26	420399
Total		<u>\$ 746,313.06</u>	



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 DIS - Approval of Employment Agreement, Vice Chancellor of Finance and Administrative Services
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	24. Approval of Agreements
Access	Public
Type	Discussion

Approval of Employment Agreement, Vice Chancellor of Finance and Administrative Services

After review by General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the Vice Chancellor of Finance and Administrative Services, effective July 1, 2012. Compensation is indicated in the Employment Agreement to be provided at the Board Meeting, pending Closed Session discussion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Subject	24.02 DIS - Approval of Employment Agreement, Vice Chancellor of Human Resources
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	24. Approval of Agreements
Access	Public
Type	Discussion

Approval of Employment Agreement, Vice Chancellor of Human Resources

After review by General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the Vice Chancellor of Human Resources, effective July 1, 2012. Compensation is indicated in the Employment Agreement to be provided at the Board Meeting, pending Closed Session discussion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Subject	24.03 DIS - Approval of Employment Agreement, President, Golden West College
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	24. Approval of Agreements
Access	Public
Type	Discussion

Approval of Employment Agreement, President, Golden West College

After review by General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the President of Golden West College, effective July 1, 2012. Compensation is indicated in the Employment Agreement to be provided at the Board Meeting, pending Closed Session discussion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Subject **24.04 DIS - Approval of Employment Agreement, President, Orange Coast College**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approval of Employment Agreement, President, Orange Coast College

After review by General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the President of Orange Coast College, effective July 1, 2012. Compensation is indicated in the Employment Agreement to be provided at the Board Meeting, pending Closed Session discussion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Subject **24.05 DIS - Approval of Employment Agreement, President, Coastline Community College**

Meeting **Sep 19, 2012 - Regular Meeting 2012**

Category **24. Approval of Agreements**

Access **Public**

Type **Discussion**

DIS - Approval of Employment Agreement, President, Coastline Community College

After review by General Counsel, it is recommended by the Chancellor that the Board approve the Employment Agreement for the President of Coastline Community College, effective July 1, 2012. Compensation is indicated in the Employment Agreement to be provided at the Board Meeting, pending Closed Session discussion. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Subject **24.06 DIS - Approval of Non-Standard Agreement with the Community College League of California (CCLC) to Provide Services and Expertise to Reorganize and Update the Human Resources-Related Policies/Procedures**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approval of Non-Standard Agreement with the Community College League of California (CCLC) to Provide Services and Expertise to Reorganize and Update the Human Resources-Related Policies/Procedures

1. Background Information: The Coast Community College District has prioritized the importance of updating and aligning the District's Board Policies and Administrative Procedures with the recommended policies and procedures developed through the Community College League of California's (CCLC) Policy and Procedure Subscription Service. Sixty-six community college districts throughout the State are embarking on or have completed a similar process.

2. Goal/Purpose: The District's current Human Resources-related policies/procedures have not been revised for quite some time. Therefore, the Human Resources-related policies/procedures are being reorganized and updated to align with the recommended information provided by the CCLC Policy and Procedure Subscription Service.

There are seven chapters of the Board Policy Manual that include the following sections: 1) The District, 2) Board of Trustees, 3) General Institution, 4) Academic Affairs, 5) Student Services, 6) Business and Fiscal Affairs, and 7) Human Resources. Human Resources-related policies/procedures fall within Chapters 3 and 7.

The complexity of the District's current policies and procedures in the Human Resources area necessitates additional expertise and familiarity with the statutory, regulatory, and accreditation requirements to bring the Human Resources policies/procedures into compliance.

3. Comments: This Agreement has been reviewed by District General Counsel.

4. Recommendation Statement: After review by District General Counsel, and the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board of Trustees approve the Agreement with Community College League of California. The Board President or designee is authorized to sign the agreement, and any related documents, indicating approval by the Board of Trustees. (See Attachment #5)

Fiscal Impact: Not to exceed \$20,000

File Attachments

[CCLC & CCD Consultant Contract - J L Revisions 9-11-12.pdf \(211 KB\)](#)

Subject **24.07 DIS - Approve Non-Standard Professional Services Agreement and Statements of Work 2 and 3 between Strata Information Group and the Coast Community College District to Provide Services to Conduct an Assessment of the CCCD Banner® Systems and Business Process Analysis Services**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Professional Services Agreement and Statements of Work between Strata Information Group and the Coast Community College District to Provide Services to Conduct an Assessment of the CCCD Banner® Systems and Business Process Analysis Services

1. Background

The District has been exploring various options for improving efficiency and effectiveness of its staffing models within the Administrative Services and Human Resources Divisions. Strata Information Group can provide the District with consulting services focusing on maximizing Banner® and Oracle® process analysis, information technology strategic planning, and change management services for the purpose of more effectively modeling these departments.

2. Goal/Purpose

- 1) to assess the CCCD Banner® Finance System
- 2) to assess the CCCD Banner® Human Resources/Payroll System

3. Comments

This item has been reviewed by District General Counsel. Strata Information Group agreed to amend its standard agreement to incorporate suggested revisions provided by General Counsel.

4. Recommendation Statement

After review by the Vice Chancellor of Finance and Administrative Services, Vice Chancellor of Human Resources, and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Strata Information Group and Coast Community College District to provide senior consulting services to conduct an assessment of the CCCD Banner® System. The term of this Professional Services Agreement is from September 6, 2012 to September 5, 2015. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)

5. Fiscal Review & Impact

Total estimated cost of \$51,000, based upon \$25,500 for each Statement of Work Functional Area Assessment, with possible travel costs capped at \$1,700 per trip per consultant, if necessary, to be paid from general funds.

File Attachments

[Strata Information Group PSA_9-5-12.pdf \(6,610 KB\)](#)

Subject **24.08 GWC - Approve Non-Standard Agreement between The Regents of the University of California and the Coast Community College District to Administer the Puente Project**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between The Regents of the University of California and the Coast Community College District to Administer the Puente Project

1. Background Information: Since the implementation of the program several years ago, the Puente Project has proven to be beneficial in the transfer of disadvantaged students to four-year institutions. The College benefits by receiving mentor funds, training through staff development programs for the counselors and instructors, ongoing support from the regional Puente office and resource and recruitment materials. Assessment data is also provided by Puente.

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

3. Comments (if any): None.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Regents of the University of California and the Coast Community College District to administer the Puente Project; from July 1, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Puente Agreement, Attachment #7)

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

File Attachments

[Puente Agreement.pdf \(295 KB\)](#)

Subject **24.09 GWC - Approve Non-Standard Agreement between California Community College Chancellor's Office and the Coast Community College District for Testing Center at Golden West College**

Meeting **Sep 19, 2012 - Regular Meeting 2012**

Category **24. Approval of Agreements**

Access **Public**

Type **Discussion**

Approve Non-Standard Agreement between California Community College Chancellor's Office and the Coast Community College District for Testing Center at Golden West College

1. Background Information: The Regional Testing Center (RTC) at Golden West College in collaboration with the California Community College Chancellor's Office (CCCCO), Pearson Vue (testing company) and the California Department of Public Health (CDPH) provides services to candidates applying for the certified nurse assistant (CNA) examination. Services include processing applications, registering candidates at test sites in the southern CA region, coordinating distribution and return of testing materials, and managing test site coordinators. The CCCCCO holds the MOUs/contracts for collaboration with Pearson Vue and CDPH. The Regional Testing Center was established in 1992 as part of a Community College Grant at Saddleback College. It is now located at Golden West College and is self-supporting through test fees paid by the applicants. The purpose of the center is to assist students with completing their educational goal of becoming certified nurse assistants. The testing center collaborates with educational facilities, professional testing companies and certifying boards to provide access to required certifying exams and live scan fingerprinting.

2. Goal/Purpose: Regional Testing Center to continue collaboration with CA Community College Chancellor's Office to provide certified nurse assistant testing services in the southern California region.

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 California Community College Chancellor's office and the Coast Community College District for Regional Testing Center to provide certified nurse assistant testing services from July 1, 2012 through June 30, 2017. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See CCCCCO Agreement, Attachment #8)

5. Fiscal Impact: \$100,000 to be paid from RHORC RTC Trust funds.

File Attachments

[CCCCO Agreement.pdf \(431 KB\)](#)

Subject **24.10 GWC - Approve Non-Standard Agreement between Three Forks and the Coast Community College District for Financial Aid Software Consultation**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between ThreeForks, Inc. and the Coast Community College District for Financial Aid Software Consultation

1. Background Information: Computer consultation is needed for Financial Aid to perform tasks needed for delivery of Financial Aid.

2. Goal/Purpose: To set up the next phase of our computer software for the 12/13 school year.

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 ThreeForks, Inc. and the Coast Community College District for financial aid software consultation, on September 20, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See ThreeForks Agreement, Attachment #9)

5. Fiscal Impact: \$2,000 to be paid from BFAP funds.

(Justification for late submission is that department learned recently that the out-of-state contractor will be in town completing work at the District office the week prior.)

File Attachments

[ThreeForks Agreement.pdf \(28 KB\)](#)

Subject **24.11 OCC - Approve Non-Standard Agreement between the Kellogg West Conference Center and Lodge and the Coast Community College District for the Purpose of Utilizing the Conference Center Facilities, Equipment and Food Services to Host the Annual ASOCC Leadership Conference.**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approve Non-Standard Agreement between the Kellogg West Conference Center and Lodge and the Coast Community College District for the Purpose of Utilizing the Conference Center Facilities, Equipment and Food Services to Host the Annual ASOCC Leadership Conference

Background: ASOCC has been hosting an annual student leadership conference/retreat for over 15 years and has been utilizing the Kellogg West Conference Center and Lodge as the location for the past 8 years. Approximately 100 OCC students will have the opportunity to participate in this 10 hour leadership experience. The contract with the Kellogg West Conference Center and Lodge includes use of the facilities, equipment, parking, and all meals and refreshments.

Goal/Purpose: The ASOCC Leadership Conference is designed to be an opportunity for students to focus on their own leadership development, to learn new skills, and to make connections with college staff and faculty and their peers.

Comments: Reviewed by Risk Services and District General Counsel.

Recommendation Statement: After review by Risk Services and District General Counsel, it is recommended that the Board approves the Agreement between the Kellogg West Conference Center and Lodge and the Coast Community College District for the purpose of utilizing the conference center facilities, equipment, and food services to host the annual ASOCC Leadership Conference. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #10)

Fiscal Impact: Orange Coast College to fund \$8,666.63 from ASOCC Budget # 1050-584010

File Attachments

[Kellogg.PDF \(78 KB\)](#)

Subject **24.12 CCC - Approve Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District (Coastline Community College) for the Operation of an Early College High School for the 2012-2013 High School Year**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 24. Approval of Agreements

Access Public

Type Discussion

Approve Memorandum of Understanding between Newport-Mesa Unified School District and the Coast Community College District (Coastline Community College) for the Operation of an Early College High School for the 2012-2013 High School Year

1. Background: The Coast Community College District and Newport-Mesa Unified School District previously entered into a Memorandum of Understanding to form and operate an Early College High School (ECHS) at the Coastline Community College Costa Mesa Center for the period July 1, 2006 through July 1, 2011, with financial support from the Bill and Melinda Gates Foundation, which supported national high school reform. Effective July 1, 2011, Coastline has entered into an annual MOU with Newport-Mesa Unified School District to continue the operation of an early College High School (ECHS) program for students.

Coastline Community College and Newport-Mesa Unified School District have determined that there is a critical need for the continuation of the Early College High School (ECHS) program for the period July 1, 2012 through December 31, 2012, so as to continue to serve those at-risk high school students, including students of color, low income students, students who are English language learners, first family members to attend college, and other high school students for whom a smooth transition into post-secondary education may be problematic.

This program has received an award as a distinguished school based on performance indicators and a high completion rate, including the completion of Associate degrees from Coastline.

2. Goal/Purpose: To enter into a Memorandum of Understanding between the Newport-Mesa Unified School District and the Coast Community College District for the operation of the Early College High School (ECHS) program for the 2012-2013 school year.

3. Comments (if any): The Memorandum of Understanding has been reviewed by District General Counsel, and is pending approval by Newport-Mesa Unified School District.

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between the Newport-Mesa Unified School District and the Coast Community College District. This Memorandum of Understanding sets for the responsibilities of both parties for the operation of the Early College High School program for the 2012-2013 school year. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See NMUSD ECHS MOU Attachment #11)

5. Fiscal Review and Impact: \$15,000, for counseling and administrative support functions from general funds, subject to offset by increased FTE generation due to college class enrollment by ECHS students.

File Attachments

25. General Items of Business

Subject **25.01 OCC - Independent Contractors Over \$50,000**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **25. 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.

IC Name: Accounting Principles

Services: To provide accounting services for the campus on an interim basis while a search is conducted for the permanent position of Director of Fiscal Services

Payment Schedule/Compensation: to be paid at a rate of \$59.61/hour, for a total of six months for a total of \$60,000.

Term of Agreement: September 20, 2012 - March 30, 2012

Source of Funding: General Funds - replacement for transferring permanent employee

26. Resolutions

Subject 26.01 Resolution #12-33 to Amend An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167)

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 26. Resolutions

Access Public

Type Discussion

Resolution #12-33 To Amend An Agreement with the California Department of Education, Child Development Division for the Harry and Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167) (See Attachment #12)

File Attachments

[Resolution 12-33 Children's Center.pdf \(344 KB\)](#)

Subject **26.02 Resolution #12-34 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-2325)**

Meeting Sep 19, 2012 - Regular Meeting 2012

Category 26. Resolutions

Access Public

Type Discussion

Resolution #12-34 to Amend an Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Prechool Program Grant (CSPP-2325) (See Attachment #13)

File Attachments

[Resolution 12-34 Children's Center.pdf \(344 KB\)](#)

Subject **26.03 Resolution #12-35 Authorization of Signatures**
Meeting **Sep 19, 2012 - Regular Meeting 2012**
Category **26. Resolutions**
Access **Public**
Type **Discussion**

Resolution #12-35 of the Board of Trustees of the Coast Community College District for Authorization of Signatures. (See Attachment #14)

File Attachments

[Resolution 12-35 Signatures.pdf \(184 KB\)](#)

27. Approval of Minutes

Subject	27.01 DIS - Approval of Minutes
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	27. 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 September 5, 2012
Special Meeting of September 5, 2012
Special Meeting of September 11, 2012



28. Close of Meeting

Subject	28.01 - 28.01 Close of Meeting
Meeting	Sep 19, 2012 - Regular Meeting 2012
Category	28. Close of Meeting
Access	Public
Type	Action

28.01 Adjournment



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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	Sept 5, 2012	Mr. Patterson 2nd Dr. Prinsky	Chancellor	Full report from Enterprise Corporation regarding the tax advice response, and proposals for reaching the savings each year.	October 3, 2012	P
2	August 6, 2012 SM	Mr. Patterson 2nd Mr. Moreno	Chancellor	Provide a report, with assistance of District General Counsel, regarding contract signatures, specifically clarifying how the District knows who is signing contracts on behalf of vendors and how do we verify that these individuals are authorized to sign the contracts.	November 2013	P
3	July 18, 2012	Mr. Patterson 2nd Ms. Hornbuckle	Risk Services	At next renewal of agreement with Keenan and Associates, the Board would like a report on the open and active self insured claims.	July 2013	P
4	June 20, 2012	Mr. Patterson 2nd Mr. Grant	Chancellor	Provide a plan for use of the \$200,000 dividend distribution from the Coast Community College Enterprise Corporation	September 19, 2012	P
5	June 20, 2012	Ms. Hornbuckle 2nd Dr. Prinsky	Chancellor	Bi-annual report on the progress of programs with U.S. College Compass and Coastline Community College.		P
6	June 20, 2012	Mr. Patterson 2nd Mr. Moreno	Chancellor (Dr. Hirsh and Mr. Dunn)	Internal report on items the Board should consider that the District has done, or may do, inadvertently or otherwise, that allow pensions to be driven upward or spiked.	October 2012	P
7	June 20, 2012	Mr. Moreno 2nd Ms. Hornbuckle	Chancellor	Report on legislation that is being considered regarding pension reform and the impact it may have on any of our employee groups.	January 16, 2013	P
8	May 16, 2012	Mr. Patterson 2nd Mr. Moreno	Board	Annual review of the Board of Trustees' Code of Ethics Policy, BP 2715	July 2013	P
9	May 16, 2012	Mr. Moreno 2nd Dr. Prinsky	Chancellor/College President	Provide a follow up report on revenue issues at the Golden West College Writing Center.	November 2012	P
10	March 7, 2012	Jerry Patterson 2nd Mary Hornbuckle	Chancellor	Provide periodic updates on the progress of the Lanzhou University US Foundation partnership.	January 16, 2013	P

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
11	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P
12	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.	Annual Report September 19, 2012	P

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

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

Wednesday, September 5, 2012

MINUTES*

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on September 5, 2012 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

President Moreno called the meeting to order at 5:02 p.m.

1.02 Roll Call

Trustees Present: Moreno, Hornbuckle, Patterson, Prinsky and Grant.
Student Trustee Torre joined the meeting at 6:30 p.m.
Trustees Absent: None

1.03 Public Comment (Closed Session - Items on Agenda)

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

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 5:03 p.m. to discuss the following items:

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

Positions: Chancellor, Presidents and Vice Chancellors

b. Public Employment (Pursuant to Government Code Section 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
Acting Dean, Military/Contract Education
Acting Dean of Students
6. Classified Management
District Budget/Accounting Manager

Extension of Interim Position
Interim Director, Business Services and Entrepreneurship
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
Staff Assistant
Special Assignment
Military Contract Education Program Coordinator
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

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 Classified Employees vs. Coast Community College District,
Public Employment Relations Board Case No. LA-CE-5682-E
Janet Redding vs. California Community Colleges, et al., Sacramento County
Superior Court, Case No. 34-2012-00120487

Coast Community College Association vs. Coast Community College District Public
Employment Relations Board Case No. LA-CE-5714-E
Haedeh Khamneian vs. Coast Community College District, Office of Administrative
Hearings Case No. 2012070966

e. Conference with Legal Counsel: Anticipated Litigation

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

1. Construction Delays at Golden West College
2. Claim by Landmark Site Contractors
3. Threatened Litigation by Rikki Selby
4. Request by Dr. Price

f. 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

1.05 Reconvene Regular Meeting

The meeting was reconvened by Board President Moreno at 6:38 p.m.

1.06 Pledge of Allegiance - Trustee Dave Grant

Trustee Grant led the Pledge of Allegiance.

Recess to Special Meeting of the Board of Trustees

Board President Moreno recessed the Regular Meeting at 6:40 p.m. to hold a Special
Meeting.

Reconvene Regular Meeting

The meeting was reconvened by Board President Moreno at 6:55 p.m.

1.07 Report of Action from Closed Session (if any)

Ms. Julie Frazier-Mathews, Secretary of the Board of Trustees, reported that on a motion by
Trustee Patterson, seconded by Trustee Prinsky, the Board voted to approve all personnel
items in **Item 1.04b. Public Employment.** (See Appendix pages 20-30)

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky and Grant
Noes:	None
Absent:	Student Trustee Torre
Abstain:	None

1.08 Public Comment (Open Session)

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

1.09 Presentations and Ceremonial Resolutions

1.09.01 Acceptance of Retirements

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

Classified:

Nicholls, Robert, DIS, Systems Network Analyst/District, retirement effective 9/29/12

On a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to accept this retirement.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

1.09.02 Ceremonial Resolution Honoring Neil Armstrong

President Moreno acknowledged Neil Armstrong for his accomplishments and service to his country.

2.00 Public Hearings

2.01 DIS - Public Hearing and Adoption of the 2012-2013 Budget for the Coast Community College District

The Public Hearing was opened by Board President Moreno at 7:10 p.m. There were no requests to address the Board during Public Comment.

Chancellor Jones gave a brief introduction to the Final Budget for 2012-2013, and Vice Chancellor of Administrative Services and Finance, Mr. Andy Dunn, gave a Powerpoint presentation on the following:

1. Changes from Tentative to Final
2. Rainy Day Fund
3. Revenue and Expense Trend
4. Multi-Year Projection
5. Enrollment Management

6. Looking Ahead
7. Recommended Action

The Board discussed the presentation at length, including the Rainy Day fund, and expressed that this is extremely beneficial to the District and would enable us to continue through this fiscal year with the same level of funding and service to students, regardless of what happens with the tax initiative. They thanked Vice Chancellor Dunn and his team for their hard work in this process, and for keeping them and the District updated.

As there were no requests for public comment, Board President Moreno closed the Public Hearing at 7:27 p.m.

On a motion by Trustee Grant, seconded by Student Trustee Torre, the Board voted to adopt the 2012-2013 Budget for the Coast Community College District.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

3.00 Informative Reports

3.01 Report from the Chancellor

Dr. Andrew Jones, Chancellor Jones, provided a report to the Board.

3.02 Reports from the Presidents

The following College Presidents provided reports to the Board:

Wes Bryan, President of Golden West College
Dr. Rich Pagel on behalf of Dr. Dennis Harkins, President of Orange Coast College
Dr. Lori Adrian, President of Coastline College

3.03 Reports from the Presidents of Student Government Organizations

The following representative provided a report to the Board on behalf of the student government organizations:

Kolby Keo, Orange Coast College

3.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents provided reports to the Board:

Pedro Gutierrez, Coastline Community College Academic Senate President
Gregg Carr, Golden West College Academic Senate President
Vesna Marcina, Orange Coast College Academic Senate President

3.05 Reports from the Presidents of Employee Representative Groups

There were no reports to the Board on behalf of Employee Representative Groups.

3.06 Reports from the Board of Trustees

The Board members provided individual reports at this time.

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

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

3.08 Quarterly Financial Status Report

Vice Chancellor of Administrative Services and Finance, Mr. Andy Dunn, presented the Quarterly Financial Status Report to the Board. The Trustees questioned an item on page 3, Section IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance that indicated a 701.1% increase from the adopted budget to year-to-date actuals. Vice Chancellor Dunn indicated he would provide the Board with additional information on this item.

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to receive and file the report.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

3.09 Golden West College Writing Center - President's Report to the Board of Trustees

Golden West College President, Mr. Wes Bryan, presented a report to the Board regarding the Golden West College Writing Center, and indicated that a follow-up report will be provided to the Board in Fall 2012.

On a motion by Trustee Moreno, seconded by Trustee Hornbuckle, the Board voted to accept this report, noting that this item will be updated on the Board Directives Log for a follow-up in November 2011.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

4.00 Matters for Review, Discussion and/or Action

4.01 Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2012/2013 as presented in the September 5, 2012 Agenda.

4.02 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.

4.03 The Board Directives Log

The Board reviewed and discussed the Board Directives Log.

On a motion by Trustee Patterson, seconded by Trustee Moreno, the Board voted to add Item #1, regarding contract signatures, to the Board Log with a due date of October 3, 2012.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

Additionally, on a motion by Trustee Patterson, seconded by Trustee Moreno, an additional item was added to the Log requesting a full report from the Enterprise Corporation regarding the tax advice response, and proposals for reaching the savings each year, to be due on the October 3, 2012 agenda.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

4.04 Buildings and Grounds Reports

The Board reviewed the Buildings and Grounds reports as presented.

4.05 Opportunity for the Board of Trustees to Consider Position Letters

After discussion, on a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to send letters to Governor Brown regarding Assembly Bill 1280 (Pavley) and Senate Bill 1509 (Simitian) with suggested revisions. The position letter on Assembly Bill 852 (Fong) was pulled as the Bill had been withdrawn.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

CONSENT CALENDAR (Items 5 -23)

It was requested that two items be removed from the Consent Calendar for further discussion. **Item 12.03 Approve Amendment to Standard MOU between El Viento Foundation and the Coast Community College District to Create Educational Pathways for Students to Attend College**, on page 163, and the second on page 173, **Personnel Items (a) Acceptance of Resignations and/or Approvals of Layoffs, Exhaustion of Benefits and Terminations**. On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the balance of the Consent Calendar.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

After discussion between the Board, President Bryan and District General Counsel regarding **Item 12.03 Approve Amendment to Standard MOU between El Viento Foundation and the Coast Community College District**, on a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to approve the amended MOU between the El Viento Foundation and the District, recognizing that the amendment removes any reference to transportation at the District's expense and supersedes the Board action on this MOU of August 15, 2012.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	Trustee Patterson

After clarification was received regarding **Personnel Items (a) Acceptance of Resignations and/or Approvals of Layoffs, Exhaustion of Benefits and Terminations**, on a motion by Trustee Hornbuckle, seconded by Student Trustee Torre, the Board voted to approve all personnel items.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

DISCUSSION CALENDAR

24.00 Approval of Agreements

24.01 DIS - Approval of Employment Agreement, Acting Dean, Career and Technical Education, GWC

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the Employment Agreement with Claudia Lee Saddul, GWC, to serve as Acting

Dean, Career and Technical Education, commencing on August 30, 2012 and ending on June 30, 2013. Compensation to be \$533 per duty day worked, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.02 DIS - Approval of Employment Agreement, Acting Dean, Military/Contract Education, CCC

On a motion by Trustee Moreno, seconded by Trustee Patterson, the Board voted to approve the Employment Agreement with William Kerwin, CCC, to serve as Acting Dean, Military/Contract Education, commencing on September 6, 2012 and ending on the day prior to the commencement of employment of the successor to this position, or on June 30, 2013, whichever is earlier. Compensation to be \$498 per duty day worked, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.03 DIS - Approval of Employment Agreement, Acting Dean, Student Services, OCC

On a motion by Student Trustee Torre, seconded by Trustee Prinsky, the Board voted to approve the Employment Agreement with Carla Martinez, OCC, to serve as Acting Dean, Student Services, commencing on September 17, 2012 and ending on June 30, 2013. Compensation to be \$434 per duty day worked, based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.04 DIS - Approval of the Renewal of the Amendment between ellucian (formerly SunGard Higher Education Inc.) and the Coast Community College District for Mobile Connection ActionLine Support Services

On a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to

approve the renewal of the Amendment between ellucian and Coast Community College District. The Amendment outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$23,800 from general funds.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: None
Abstain: None

24.05 DIS - Approval of the Renewal of the Agreement between Coast Community College District and the XAP Corporation for Online Student Admissions and Board of Governors Fee Waiver Application

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the renewal Agreement between Coast Community College District and the XAP Corporation. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$109,173 General Funds (over 3 years).

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: None
Abstain: None

24.06 DIS - Approve Non-Standard Software License and Support Agreements between SARS Software Products, Inc and the Coast Community College District for Counseling Scheduling Software at Each College

After discussion by the Trustees and clarification from District General Counsel, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the Non-Standard Software License and Support Agreements between SARS Software Products, Inc. and the Coast Community College District for the purpose of maintaining licensed counseling scheduling software and support services at all three college campuses.

Fiscal Review and Impact:

The fiscal impact for the SARS Software License and Service/Support during the term of this Agreement is \$11,800 for Licenses and 1st year support services, and up to \$5,940 for support services in the 2nd year, as follows:

Orange Coast College: \$6,440.00
(not including 2nd year support services at \$2,700 and up to 10% increase)

Golden West College: \$2,700.00
(not including 2nd year support services at \$2,700 and up to 10% increase)
Coastline Community College: \$2,700.00
(not including 2nd year support services at \$2,700 and up to 10% increase)

To be paid from college funds with SARS invoicing college directly for the above costs.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: None
Abstain: None

24.07 GWC - Approve Non-Standard Agreement between County of Orange and the Coast Community College District for WIA ITA Training Provider Services

On a motion by Trustee Moreno, seconded by Trustee Prinsky, the Board voted to approve the Agreement between the County of Orange and the Coast Community College District for WIA ITA Training Provider Services, from September 6, 2012 through June 30, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: No cost to the College.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: None
Abstain: None

24.08 GWC - Approve Non-Standard Agreement between Jackrabbit Technologies, Inc and the Coast Community College District to use the Online Registration Program for GWC Summer Swim Lessons

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the Agreement between Jackrabbit Technologies, Inc. and the Coast Community College District to use the online registration program for GWC Summer Swim Lessons. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$4,000 to be paid from revenue collected from Summer Swim Lessons.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes: None
Absent: None
Abstain: None

24.09 GWC - Approve Non-Standard Agreement between Academic Works and the Coast Community College District for Scholarship Application, Reporting and Committee Review Software

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the Agreement between Academic Works and the Coast Community College District for the scholarship application program, from September 6, 2012 through September 5, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$11,000 to be paid from GWC Campus Technology Support funds.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.10 OCC - Approve Memoranda of Understanding between U.S. Department of State, Bureau of Education and Cultural Affairs Represented by Madison Area Technical College (Madison College) the "Awarding Institution" and Orange Coast College, the Selected "Participant Institution", for Participation in the 2013 Cohort of the Madison College, Capacity Building for Study Abroad: Two-Year College Consortium for Expanding Study Abroad

After the Board received clarification on the fiscal impact, on a motion by Trustee Hornbuckle, seconded by Trustee Patterson, the Board voted to approve the Memoranda of Understanding between the Program Participant (Rose Anne Kings), Participating Institution Representative (OCC), and the Awarding Institution Representative (Dr. Geoff Bradshaw, Madison College) for the purpose of expanding institutional capacity for study abroad in the area of sustainable development. 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 direct fiscal impact.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.11 CCC - Approve Memorandum of Agreement between the Joint Forces Training Base (JFTB) Los Alamitos, California, a Federal Installation, and the Coast Community College District (Coastline Community College) for the Orange County One-Stop Center to Provide On-Site Veteran Support Services for Recently Separated Veterans through the Workforce Investment Act

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the Memorandum of Agreement between the Joint Forces Training Base (JFTB)

Los Alamitos and the Coast Community College District. This Memorandum of Agreement sets forth the responsibilities of both parties for the operation of the Veterans Services Center operated by the Orange County One-Stop Centers. The Board President, or designee, is authorized to sign this Agreement and any related documents, indicating approval by the Board of Trustees. The Board requested a press release be prepared regarding this Agreement.

Fiscal Review and Impact: \$2,992 for the period of July 1, 2012 through June 30, 2013.
Funding Source – WIA Orange County One – Stop.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

24.12 DIS - Approve Renewal of Non-Standard Master Services Agreement and Two Addenda - Addendum for Tuition Payment Plan Services and Addendum for Refund Disbursement Services - Between Sallie Mae Campus Solutions and the Coast Community College District

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the Master Services Agreement and Two Addenda – Addendum for Tuition Payment Plan Services and Addendum for Refund Disbursement Services - between Sallie Mae Campus Solutions and the Coast Community College District for the purpose of maintaining these critical services for our students.

Fiscal Review and Impact: The fiscal impact for the use of these services is based on the number of transactions that Sallie Mae Campus Solutions is processing for each college under the categories noted in the Pricing Attachment included. To be paid from college funds with Sallie Mae Campus Solutions invoicing the District directly for the above costs.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

25.00 Buildings and Grounds Approvals

25.01 DIS - Bid Tabulations and Award of Contract: Orange Coast College Photo Lab Remodel; Bid No. 2011

On a motion by Trustee Patterson, seconded by Trustee Hornbuckle, the Board authorized contract be awarded to the lowest responsible bidder as shown below. The Board President, or designee, is authorized to sign the contract, and any related documents, indicating approval by the Board of Trustees.

Base Bid

- | | | |
|----|--|------------------|
| 1. | Dennis Patrick Contracting
2103 El Camino Real #104-B
Oceanside, CA 92054 | \$ 79,500 |
| 2. | Riviera Building & Development, Inc.,
Newport Beach, CA 92660 | \$ 94,777 |
| 3. | New Dimension General Construction
Anaheim Hills, CA 92808 | \$112,700 |
| 4. | Optima RPM, Inc., Irvine, CA 92614 | \$125,000 |
| 5. | H.C. Olsen Construction, Co., Inc, Monrovia, CA 91016 | \$135,999 |
| 6. | Avi-Con, Inc. dba CA Construction, Riverside, CA
Riverside, CA 92507 | \$142,000 |
| 7. | Fast Track Construction Corporation, Culver City, CA | \$151,600 |

Fiscal Impact: \$79,500 (Measure C – General Obligation Bond Funds)
 Master Plan Approved Project
 OCC Upgrade Photo Lab

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.00 General Items of Business

26.01 DIS - Approval for the County of Orange Registrar of Voters to use Coast Community College District Office Board Room as a Polling Place

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to authorization be given for the County of Orange Registrar of Voters to use the Coast Community College District Office Board Room as a polling place for the General Election to be held on Tuesday, November 6, 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 polling site will be operated by the Orange County Registrar of Voters at no cost to the District.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.02 DIS - Authorization to Participate in Mandate Block Grant

After clarification of this grant by Vice Chancellor of Administrative Services and Finance, W. Andy Dunn, on a motion by Student Trustee Torre, seconded by Trustee Prinsky, the Board voted to authorize the Vice Chancellor of Finance and Administrative Services to notify the State Chancellor's office that Coast will opt-in to the Mandate Block Grant program for the 2012-13 FY.

Fiscal Review & Impact: The 2012-13 FY block grant amount is \$28/FTES. This represents approximately \$908 thousand for Coast. In stark contrast, Coast has averaged only \$11/FTES in mandated cost reimbursements in recent years.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.03 DIS - Appointments to Citizens' Oversight Committee to Fill Vacant Positions

On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to that the following re-appointments be approved to serve on the Citizens' Oversight Committee:

- (1) Blake Rose, Taxpayer Association representative, ending March 2014.
- (2) Evelyn Hart, Senior Citizen representative, March 2014.
- (3) Frances Nguyen, Business Organization representative, March 2014.
- (4) Cody Joe Torre, Student representative, March 2013.

Fiscal Impact: None to the District

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.04 DIS - Approval of Contractors for FY 2012-2013

On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, 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 2012-2013. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

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

C.I. Services, Inc., 26861 Trabuco Rd #353, Mission Viejo, CA 92691

Dugmore & Duncan, 1260 Graphite Dr Corona, CA 92881

H.C. Olsen Construction Co., Inc., 710 E. Los Angeles Avenue. Monrovia, CA
91016

Christopher Carranza, 9621 Adeline, Garden Grove, CA 92641

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

26.05 GWC - Approve Golden West College Mission Statement

The Board clarified that the Golden West Mission Statement was part of the Golden West College Master Plan that they approved in 2011. On a motion by Trustee Hornbuckle, seconded by Trustee Prinsky, the Board voted to approve the College's revised Statement of Mission as required in the Accreditation Standards.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

27.00 Resolutions

27.01 Resolution #12-30 in Support of Opposing Proposition 32 "Special Exemption Act" in the November 2012 General Election

On a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to adopt Resolution #12-30 opposing Proposition 32 "Special Exemption Act" in the November 2012 General Election, with a correction to remove the verbiage "in support of".

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

27.02 DIS - Adoption of Resolution #12-31 Authorizing Signatures - Orange County Department of Education

On a motion by Trustee Moreno, seconded by Trustee Prinsky, the Board voted to adopt Resolution #12-31 for the Orange County Department of Education, authorizing

the following persons to certify true and correct copies and excerpts of Board Minutes, Resolutions, Contracts and other official documents:

Julie Frazier-Mathews, Secretary of the Board
Jane Burton, Secretary Pro Tem

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

27.03 DIS - Resolution #12-32 Adopting the Board of Trustees' Meeting Schedule for Calendar Year 2013

On a motion by Trustee Prinsky, seconded by Trustee Patterson, the Board voted to approve Resolution #12-32 adopting the Board of Trustees' Meeting Schedule for Calendar Year 2013 with one correction to list the Board Meeting of September 4, 2013 as a Regular Meeting and Budget Study Session.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

28.00 Policy Implementation

28.01 DIS - Adoption of Amended Board Policies 6701, 6702, 6964, 6965, 6966, 6970, 6971, 6972, 6973 and 6974

The Board discussed that these policies and administrative procedures were reviewed at the last Board Meeting, and the suggested changes have now been made.

BP 6701, now BP 6700, Use of Facilities and Co-Sponsored Events.

BP 6702 now AP 6700, Usage Fees for Facilities and/or Equipment for Coastline, Golden West and Orange Coast Colleges.

BP 6964, now BP 6550, Disposition of District Policy

BP 6965, now BP 6551, Sale or Lease of Real Property

BP 6966, now BP 6552, Land Utilization/Joint Use Development

BP 6970, now BP 6531, Transportation Regulations

BP 6971, now BP 7131, Mileage Reimbursement

BP 6972, now BP 7401, Attendance at Meetings, Conferences and Conventions

BP 6973, now BP 2716(A), Participation in Events that Include a Charitable Contribution or Political Donation

BP 6974, now BP 7132, Participation in Overnight Athletic Events

On a motion by Trustee Hornbuckle, seconded by Trustee Moreno, the Board voted to approve the Policies and ratify the Administrative Procedures.

Trustee Moreno remarked that he and Trustee Hornbuckle would also be working again on the Ethics Policy.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

29.00 Approval of Minutes

29.01 Approval of Minutes

The Board discussed the minutes, indicating that content relating to certain topics is now being expanded for accreditation purposes. On a motion by Trustee Prinsky, seconded by Trustee Hornbuckle, the Board voted to approve the Minutes of the Regular Meeting of August 1 2012, Special Board Meeting of August 6, 2012, Regular Board Meeting of August 15, 2012, Special Board Meeting of August 15, 2012 and Special Board Meeting of August 17, 2012.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

30.00 Close of Meeting

30.01 Adjournment

There being no further business, on a motion by Trustee Moreno, seconded by Trustee Patterson, the Board voted to adjourn the meeting at 8:48 p.m. in memory of Dolores Harper.

Motion carried with the following vote:

Ayes:	Trustees: Moreno, Hornbuckle, Patterson, Prinsky, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

Secretary of the Board of Trustees

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

APPENDIX

	Pages
A. Public Employment.....	20-30

1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, 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

COUNSELING MEETINGS, TRAINING OR CONFERENCES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Pastrana, Leo	08/16/12	12/31/12	EXH	\$29.46

Justification: Late hire

COUNSELING – ECHS PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Pastrana, Leo	08/16/12	12/31/12	UNT	\$57.44

Justification: Late hire

REWRITE AND CREATE ACCOUNTING COURSE OUTLINES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Whitson, Stephen	09/06/12	06/30/13	EXH	\$29.46

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yaron, Sharon	08/27/12	12/16/12	IUH	\$29.46

Justification: Paperwork was submitted late by the department

CO-CHAIR AND CONFERENCE CHAIR – BUS EDUC STATEWIDE ADVISORY COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Whitson, Stephen	09/06/12	06/30/13	EXH	\$29.46

STATEWIDE PROJECTS – CALIFORNIA BUSINESS COLLABORATIVE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Aubry, Michael	09/06/12	06/30/13	EXH	\$29.46

DIRECTOR – CALIFORNIA BUSINESS COLLABORATIVE GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lockwood, Frederick	09/06/12	06/30/13	EXM	\$43.55

PROJECT MANAGER – HOMELAND SECURITY/USCIS GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kuntzman, Linda	09/06/12	12/31/12	EXM	\$43.55
Tsutsumida-Krampe, L.	09/06/12	12/31/12	EXM	\$43.55

TRAINING & OUTREACH – HOMELAND SECURITY/USCIS GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Mozell, Harold	09/06/12	12/31/12	EXH	\$29.46
Walker, Lynn	09/06/12	12/31/12	EXH	\$29.46

PART-TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Do, Ahn	08/01/12	12/16/12	UNT	\$73.94
Powell, Rita	08/01/12	12/16/12	UNT	\$73.94

Justification: Late notification of funding source from District

INDIVIDUAL EDUCATION PLANS AND ACQUIRED BRAIN INJURY PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Crowley, Erin	09/06/12	12/31/12	EXH	\$29.46
Fitzgeorge, Brenda	09/06/12	12/31/12	EXH	\$29.46
Pasino, James	09/06/12	12/31/12	EXH	\$29.46

MILITARY CONTRACT EDUCATION

The following CCC Administrator, Full Time and Part Time Instructors to provide instructional opportunities for Navy Onshore and NCPACE for Military Contract Education during Fall semester:

Full Time Instructor

Gutierrez, Pedro

Justification: Department overlooked this assignment

Jones, Nancy

Justification: Late determination by VP of Instruction to have Dean teach class

DistrictCHANCELLOR CABINET RETREAT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cabanel-Bleuer, Denise	08/09/12	08/10/12	EXM	\$43.56
Carr, Gregg	08/09/12	08/10/12	EXM	\$43.56
Drew, Rendell	08/09/12	08/10/12	EXM	\$43.56
Gutierrez, Pedro	08/09/12	08/10/12	EXM	\$43.56
Marcina, Vesna	08/09/12	08/10/12	EXM	\$43.56
Phillips, Clyde	08/09/12	08/09/12	EXM	\$43.56
Pittaway, Daniel	08/09/12	08/10/12	EXM	\$43.56
Valenzuela, Yvonne	08/09/12	08/10/12	EXM	\$43.56
Warner, Michael	08/09/12	08/10/12	EXM	\$43.56
Wolzinger, Renah	08/09/12	08/10/12	EXH	\$29.46

Justification: Paperwork completed after Board deadline

SECRETARY OF THE BOARD HIRING COMMITTEE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Carr, Gregg	07/24/12	08/07/12	EXM	\$43.56
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Justification: Paperwork completed after Board deadline

DEGREE WORKS IMPLEMENTATION TEAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Plum, Caryn	07/19/12	12/31/12	EXM	\$43.56
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Justification: Paperwork overlooked

Golden West College**COACHING STIPEND**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
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Kopp, Kyle	09/06/12	12/18/12	DIM	\$4511.00	Women's Water Polo
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Lawler, William	09/06/12	12/18/12	DIM	\$4511.00	Women's Volleyball
Taylor, Scott	09/06/12	12/18/12	DIM	\$4511.00	Men's Water Polo

PART-TIME LIBRARIAN – REFERENCE SERVICES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Samel, Kolop	08/27/12	12/16/12	UNT	\$57.44
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Justification: Late new hire paperwork

Orange Coast College**SCHOOL OF SAILING AND SEAMANSHIP – NON-CREDIT COURSES**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Prioleau, Karen	08/01/12	12/15/12	EXM	\$43.56
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Justification: Instructor went from part-time to full-time; late paperwork

MACHINING TECHNOLOGY GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Cervantes, Aureliano	09/06/12	12/18/12	EXM	\$43.56
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PREPARATOR & CURATOR – ARTS PAVILLION

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Norris, Trevor	08/27/12	12/20/12	EXH	\$29.46
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Justification: Received after campus deadline

INSTRUCTIONAL MATERIALS & CLASSROOM ASSIGNMENTS – LRNG 001

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
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Decker, Dawn	08/20/12	08/22/12	EXH	\$29.46
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Justification: Received after campus deadline

COUNSELOR - EOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ogaz, Rebecca	08/27/12	12/16/12	UNT	\$73.94

Justification: Received after campus deadline

SEW AND REPAIR COMMENCEMENT CURTAINS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Dickens, Donna	09/06/12	09/07/12	EXH	\$29.46

PROJECTS & ADVISORY COMMITTEES – CTE TRANSITIONS GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Adelmann, Daniel	09/06/12	12/18/12	EXH	\$29.46
Weber, Daniel	09/06/12	12/18/12	EXH	\$29.46

PART-TIME COUNSELING – INTERNATIONAL CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Weber, Daniel	09/20/12	12/14/12	UNT	\$69.66

PART-TIME COUNSELING – CTE PERKINS GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Weber, Daniel	09/20/12	12/14/12	UNT	\$69.66

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 **08/27/12 to 12/16/12** 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:

OCC

<u>Name</u>	<u>LHE</u>
Bagatourian, Linda	0.880
Icaro, Ruby	2.000

Justification: Last minute request to backfill another counselor

Nguyen, Jessica	2.000
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Justification: Last minute funding available

Plum, Caryn	1.000
Trever, Maria	2.000

Justification: Last minute request to backfill another counselor

Wickremesinghe, Monoj	0.880
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Justification: Last minute request to backfill another counselor

FACULTY OVERLOAD

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **08/27/12 to 12/16/12** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

CCC

Name

LHE

Stewart, Cheryl

3.000

GWC

Name

LHE

Pham, Diep

1.000

Justification: Changes in scheduling

OCC

Name

LHE

Faridi, Abbas

3.000

Justification: Last minute change in course assignment

Moore, Greg

2.000

Justification: Due to last minute changes in scheduling

Rickerson, Irini

6.000

Justification: Changes in scheduling

Storm, Sara

1.000

Justification: Due to class rearrangement

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.

OCC

Goerrissen, Jan

Nauta, Dale

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 2012-13 academic year.

Coastline College

Giancarlo, Jennifer

Ho-Chen, Jennifer

Magrann, Tracy

Nguyen, Scott

Pirino, Giorgia

Pourezza, Atousa

Sak, Kathleen

Syed, Erum

Golden West College

Bornemann, Chung

Cordio, Judy

Salazar, Yvonne

Samel, Kolop

Orange Coast College
Raskin, Debra

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:

Revise Salary Placement due to Additional Education/or Experience

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Davis, Scott	OCC	Instructor, English	08/27/12	A-III-07*
Johnson, Douglas	OCC	Instructor, Accounting	08/27/12	A-III-07*
Levin, Noah	GWC	Instructor, Philosophy	08/27/12	A-V-05**

*from Column II **from 07

4. Part time Faculty

FALL

Assignments during the period **08/27/12-12/16/12** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency. The items listed below have been submitted late for Board approval due to scheduling conflicts, last minute program requirements and student enrollments demands.

Coastline College

<u>Name</u>	<u>LHE</u>
Feher, Katherine	6.500
Ildefonso, Nelson	5.000
Johnson, Jeffrey	2.250
Jones, Julie	6.000
Maccoun, Wendy	6.000
Pirino, Giorgia	2.250
Reyes, Jesus	3.000
Shibata, Sharon	3.000
Snetsinger, Peter	3.000
Terry, Ladd	4.500
Yue, Amy	8.000

Golden West College

<u>Name</u>	<u>LHE</u>
Acker, Lauren	4.500
Clark, Danyel	9.970
Cooper, Paz	2.800
Corfield, Daniel	4.000
Elizondo, Stephanie	4.000
Garcia, Anthony	3.750
Hamic, Katie	3.000
Hamilton, Ian	5.330
Hawk, Jennifer	1.500
Jensen, Sherene	3.000

Kennison, Christopher	8.000
Luong, Tu Thanh	3.830
Mazboudi, Ziad	3.000
McKinney, Don	5.330
Morgan, Rebecca	3.000
Nieves, Osbaldo	3.000
Runyen, Amy	9.833
Teague, Joshua	4.000
Teraoka, Adam	5.330
Tran, Thi	6.500
Valinluck, Michael	4.500
Voogd, Vinita	5.330

Orange Coast College

<u>Name</u>	<u>LHE</u>
Borkenhagen, Brian	3.500
Buchanan, Nancy	2.625
Budwig, Eric	8.500
Cole, Alexandra	3.000
Cotter, Ray	3.375
Dahl, Wendy	1.000
Ford, James	8.250
Gulu, Michelle	3.000
Gustafson, Larry	6.500
Haghighat, Shayma	3.000
Janas, Diana	3.000
Kaufman, Bret	4.000
Keefer, Michael	6.500
Livote, Michelle	4.000
Merlo, Adrienne	5.000
Mora, Flory	5.000
Odasso, Dave	3.000
Phan, Sang	4.500
Quinn, Nicole	3.000
Rocha Milatovic, Giselle	2.000
Rothschild-Boros, Monica	3.000
Soto, Ricardo	3.000
Vandervis, Melinda	3.000
Walsh, Erin	4.000

5. Educational Administrator

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

Appointments to Acting Position

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Kerwin, William	CCC	Acting Dean, Military/Contract Educ	09/06/12	06/30/13	D-32-05
Martinez, Carla	OCC	Acting Dean of Students	09/17/12	06/30/13	D-32-03

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:

Transfer

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>
Rothgeb, Helen	DIST	District Budget/Accounting Manager	10/01/12	G-24-15

Extend Interim Position

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Kudlik, Richard	CCC	Interim Dir., Business Services & Entrepreneurship	10/10/12	04/10/13*	G-28-07

*or when a replacement is appointed/found

7. Classified Staff

None.

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>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Denunno, Maria	OCC	Acctg Tech	Staff Assistant	08/20/12**	10/31/12	E-54-04
Rusamiprasert, Laila	CCC	Staff Assistant	Special Assignment	08/06/12*	09/14/12	E-52-03
Tran, Tuongvan	OCC	Acctg Specialist	Special Assignment	08/20/12**	10/31/12	E-52-05

*Another employee going out on medical leave

**Medical leave just transpired so dept submitted late

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, Intermediate	Mil Cont Ed Prog Coord	Extend from 09/30/12 to 12/31/12	E-54-02
Jesch, I-Ying	DIST	Payroll Analyst	Special Assignment	Extend from 08/15/12* to 08/24/12	E-60-05
Keough, Janelle	CCC	Mil Cont Ed App Coord	Special Assignment	Extend from 09/30/12 to 12/31/12	E-69-05

*Justification: New hire to start at a later date, assignment extended

10. Short Term Hourly Staff

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

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

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Chang, Lawrence	OCC	09/06/12	06/30/13	812035-285802	M,T,W
Isbell, Anna*	CCC	08/27/12	06/30/13	110001-803001	M,T,W,TH,F
Jones, Ashley**	CCC	08/07/12	06/30/13	124077-851254	M,T,W,TH,F
Le, Luyen**	CCC	08/27/12	06/30/13	124077-851254	M,T,W,TH,F
Neal, Krystal*	CCC	08/27/12	06/30/13	110001-803001	M,T,W,TH,F
Raddavong, Buffie	CCC	09/06/12	06/30/13	818030-820541	M,T,W,TH,F
Shelgosh, Jonathan	CCC	09/06/12	06/30/13	818030-847510	M,T,W,TH,F

*Justification: Department emergency need due to start of new semester

**Justification: WEX (Work Experience) Program for the One-Stop Center

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Belanger, Erika	GWC	09/06/12	06/30/13	110001-324104	M,T,W,TH,F
Chang, Maryann	CCC	09/06/12	06/30/13	124028-856041	M,T,W,TH,F
Dickinson, Taryn	CCC	09/06/12	06/30/13	120182-856601	M,T,W,TH,F
Ehring, Garrett	CCC	09/06/12	06/30/13	124028-856041	M,T,W,TH,F
Gause, Cameron*	OCC	08/16/12	06/30/13	812035-247705	M,T,W,TH,F

Hernandez, Shirley	CCC	09/06/12	06/30/13	110001-801301	M,T,W,TH,F
Jerrels, Roosevelt*	OCC	08/16/12	06/30/13	812035-247705	M,T,W,TH,F
Neff, Donna	CCC	09/06/12	06/30/13	120182-856601	M,T,W,TH,F
Nguyen, Diana	GWC	09/06/12	06/30/13	110001-324104	M,T,W,TH,F
Perez, Gerardo	CCC	09/06/12	06/30/13	124028-856041	M,T,W,TH,F
	CCC	09/06/12	06/30/13	120182-856601	M,T,W,TH,F
Sigert, Barbara	GWC	09/06/12	06/30/13	110001-324104	M,T,W,TH,F
Swift, Joseph	CCC	09/06/12	06/30/13	124002-856201	M,T,W,TH,F
	CCC	09/06/12	06/30/13	124007-856101	M,T,W,TH,F
Tran, Tuyet*	OCC	08/16/12	06/30/13	812035-247705	M,T,W,TH,F
Williams, Leonora	CCC	09/06/12	06/30/13	120182-856601	M,T,W,TH,F

*Justification: Department made decision to hire after final Board deadline

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Cuevas, Manuel	CCC	09/06/12	06/30/13	127007-885901	M,T,W,TH,F
Menchaca, Desiree	OCC	09/06/12	06/30/13	812020-205402	M,T,W,TH,F
	OCC	09/06/12	06/30/13	812020-205403	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Massatt, Janice	GWC	09/20/12	06/30/13	110001-324301	M,T,W,TH,F

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Gause, Cameron	OCC	08/16/12	12/14/12	812035-247705	M,T,W,TH,F
Jerrels, Roosevelt	OCC	08/16/12	12/14/12	812035-247705	M,T,W,TH,F

Page, Elizabeth	CCC	EXTEND	10/03/12	818030-847517	M,T,W,TH,F
Tran, Tuyet	OCC	08/16/12	12/14/12	812035-247705	M,T,W,TH,F
Turnbull, Don	GWC	08/08/12	06/30/13	813001-317102	M,T,W,TH,F

11. Substitute Classified

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

None.

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

None.

14. Student Workers

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

Coastline College

Mai, Son

Golden West College

Hoang, Phat

Orange Coast College

Allfrey, Darren
Chiang, Chung-Jun
Lam, Anh
Le, Tuan
Tran, Phuong

Special Meeting
Board of Trustees
Coast Community College District

Board Room

6:30 p.m.

Wednesday, September 5, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 5, 2012 in the Board Room at the District Office, located at 1370 Adams Avenue, Costa Mesa, CA 92626.

1. Call to Order

Board President Moreno called the meeting to order at 6:40 p.m.

2. Roll Call

Trustees Present: Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
Trustees Absent: None

3. Opportunity for Public Comment

Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT) addressed the Board regarding Assembly Bill 340.

4. Opportunity for the Board of Trustees to Consider a Position Letter on Assembly Bill 340 (Furutani)

After discussion by the Board, on a motion by Trustee Patterson and seconded by Trustee Moreno, the Board voted unanimously to send the position letter to Governor Brown, urging him to sign AB-340 to reform public workers' pensions.

Motion carried with the following vote:

Ayes: Trustees Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
Noes: None
Absent: None
Abstain: None

5. Adjournment

There being no further business, on a motion by Trustee Patterson, seconded by Trustee Prinsky, the Board voted to adjourn the meeting at 6:54 p.m.

Motion carried with the following vote:

Ayes:	Trustees Moreno, Hornbuckle, Prinsky, Patterson, Grant and Torre
Noes:	None
Absent:	None
Abstain:	None

Secretary of the Board of Trustees

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

Special Meeting
Board of Trustees
Coast Community College District

Board Room

3:30 p.m.

Tuesday, September 11, 2012

MINUTES*

A Special Meeting of the Board of Trustees of the Coast Community College District was held on September 11, 2012 in the Board Room at the District Office, located at 1370 Adams Avenue, Costa Mesa, CA 92626.

1. Call to Order

Board Vice President Hornbuckle called the meeting to order at 3:31 p.m.

2. Roll Call

Trustees Present: Hornbuckle, Prinsky, Patterson and Grant
Trustees Absent: Moreno and Student Trustee Torre were excused

3. Pledge of Allegiance - Trustee Jerry Patterson

Trustee Patterson led the Pledge of Allegiance.

4. Opportunity for Public Comment

There were no requests to address the Board.

Vice President Hornbuckle turned the meeting over to Vice Chancellor of Administrative Services and Finance, Mr. Andy Dunn, and the Board recessed at 3:33 p.m. to join the audience.

5. Presentation by Mr. Geoff Kischuk, Total Compensation Systems, Inc. regarding the Coast Community College District's Actuarial Study of Retiree Health Liabilities

On behalf of the District Benefits and Budget Advisory Committees, Vice Chancellor Dunn introduced Mr. Geoff Kischuk of Total Compensation Systems Inc. who provided a presentation, and answered questions, regarding the 2012 GASB 45 valuation.

The Board reconvened the meeting at 4:21 p.m.

6. Adjournment

On a motion by Trustee Grant, seconded by Trustee Prinsky, the Board voted to adjourn the meeting at 4:22 p.m.

Motion carried with the following vote:

Ayes:	Trustees Hornbuckle, Prinsky, Patterson and Grant
Noes:	None
Absent:	Trustees Moreno and Torre
Abstain:	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.*

DIVERSITY TRENDS

(Fall 2009 – Fall 2011)

Presented: September 19, 2012

Dr. Deb Hirsh
Vice Chancellor of Human Resources

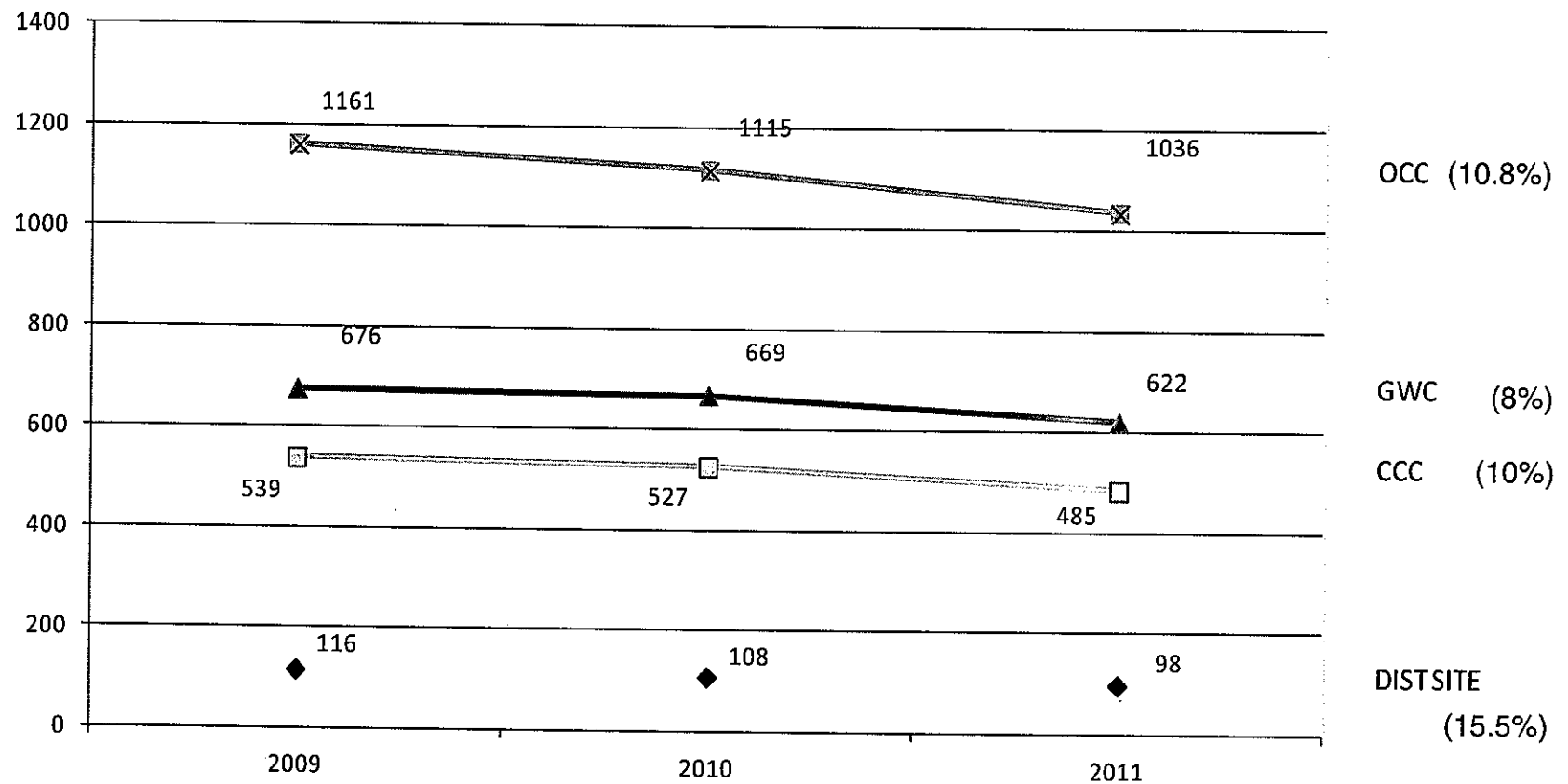
Inspiration. Innovation. Graduation.

DIVERSITY TRENDS (Fall 2009 – Fall 2011)

- Staffing Levels as a result of the District-wide Reorganization/Reassignment Plan
(District Site, Coastline, Golden West, Orange Coast, and Districtwide)
- Ethnicity Trends
(District Site, Coastline, Golden West, and Orange Coast)
- Gender Trends
(District Site, Coastline, Golden West, and Orange Coast)
- Faculty, Student, and Orange County Environment (A Demographic Snapshot)
- Current District-wide Diversity Summary by Occupational Group

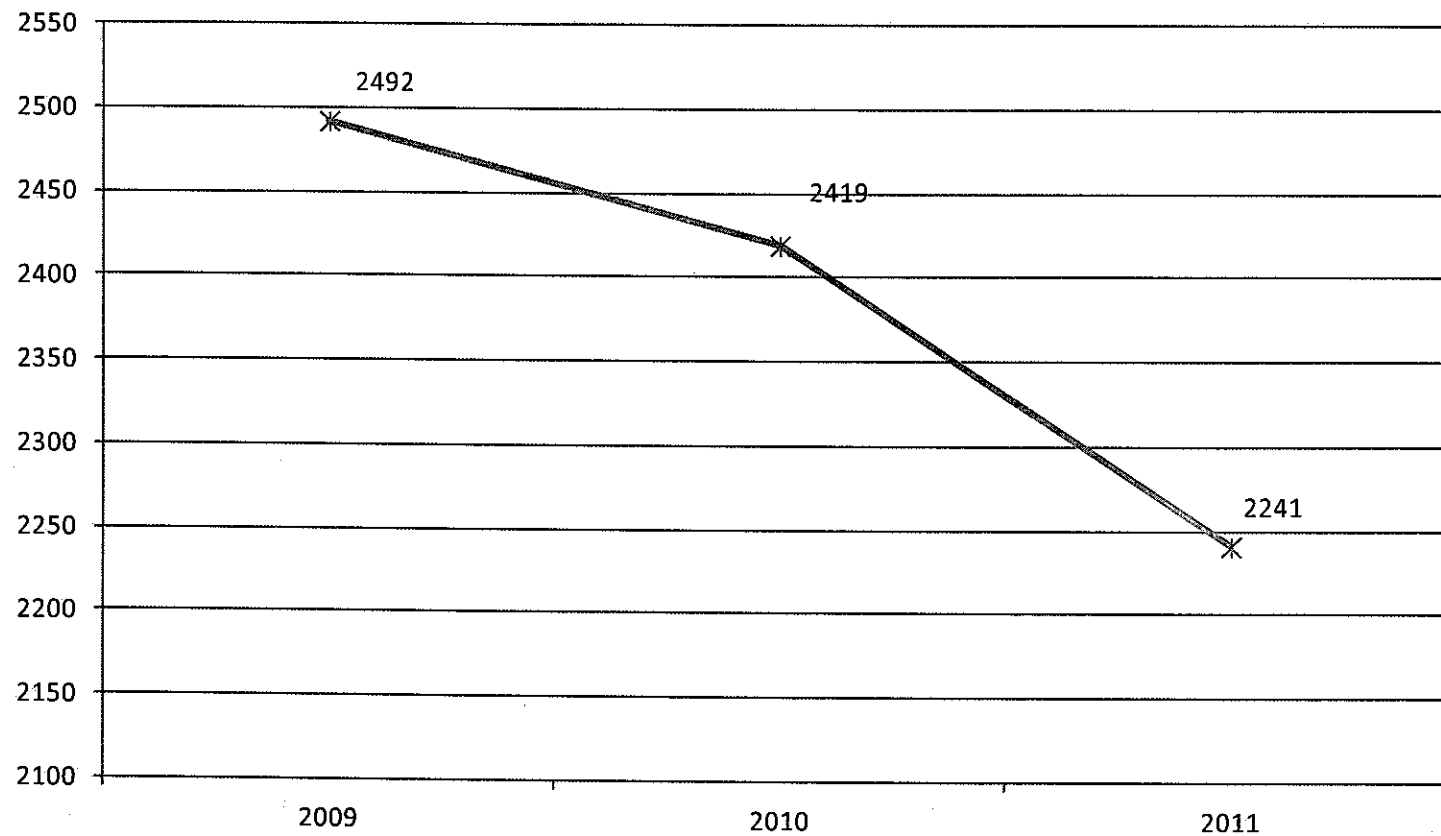
Staffing by the Numbers

Calculation by Headcount*



Staffing by the Numbers (District-wide)

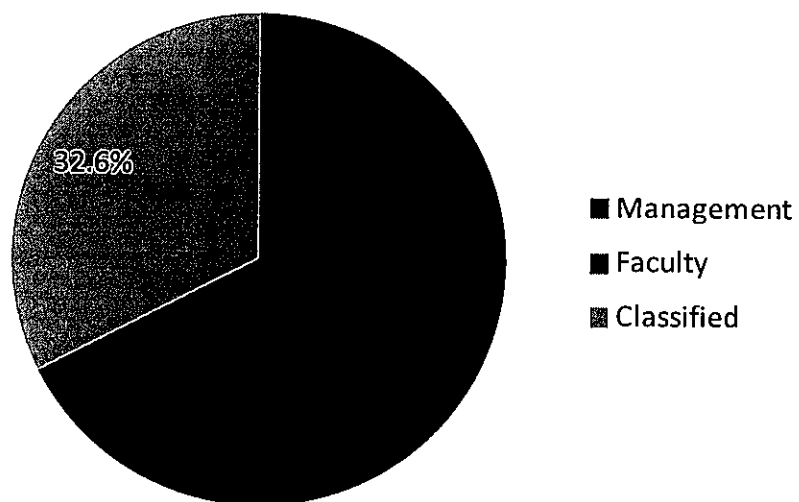
Calculation by Headcount*



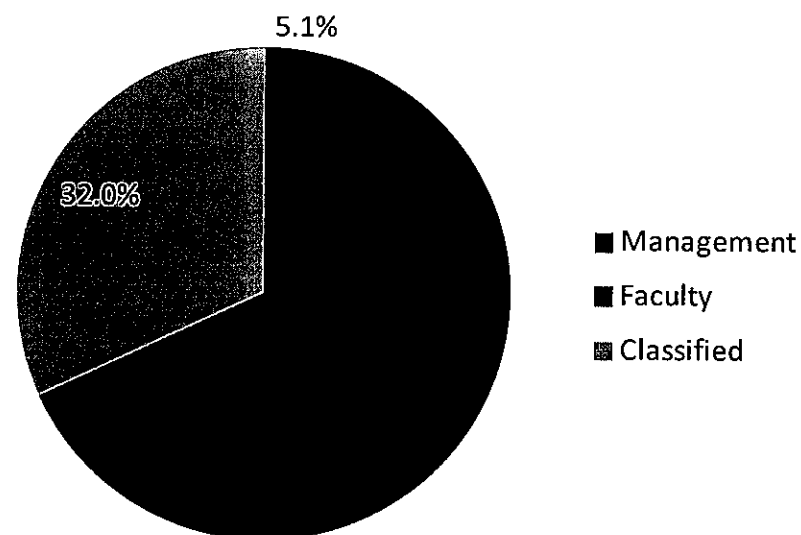
10% Reduction in Headcount

Inspiration. Innovation. Graduation.

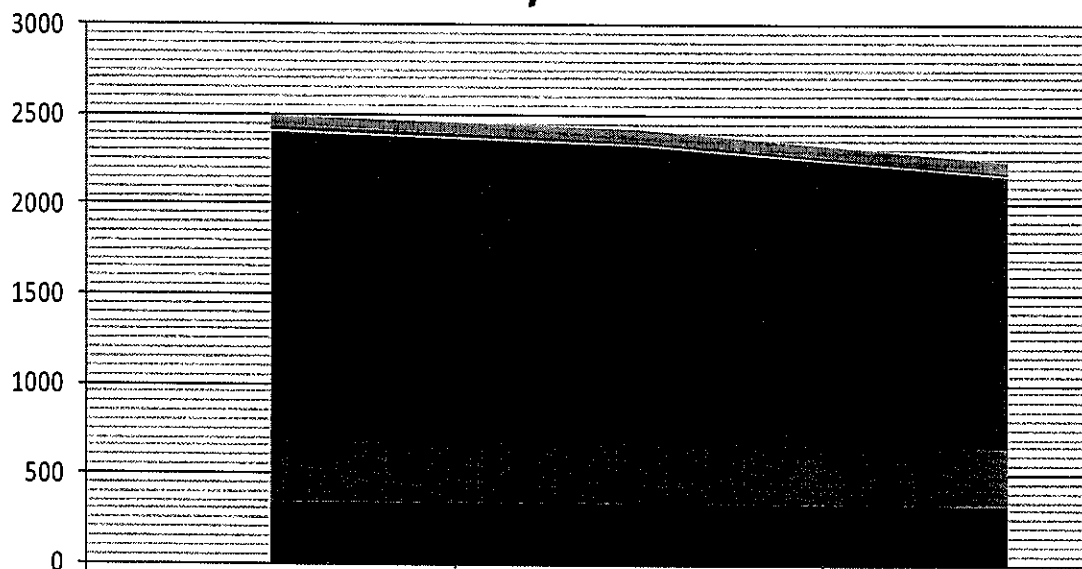
District Wide Occupation - 2009



District Wide Occupation - 2011

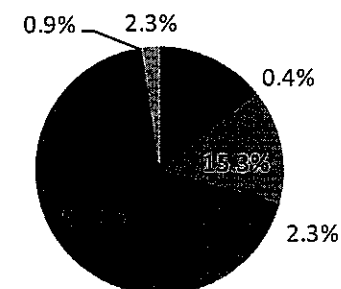


District-wide Diversity Distribution Trends

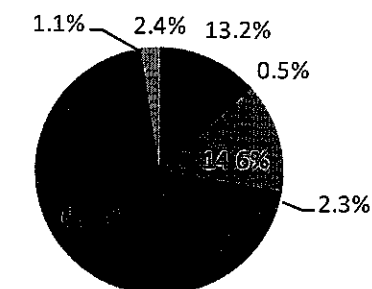


	2009	2010	2011
Unknown / Other	58	64	57
Disab.	27	22	20
Cauc.	1663	1598	1460
Black / Afr. Amer.	57	53	50
Asian / Pac. Is.	355	351	334
Amer Ind. / AL Nat.	11	9	9
Hisp. / Lat.	321	322	311

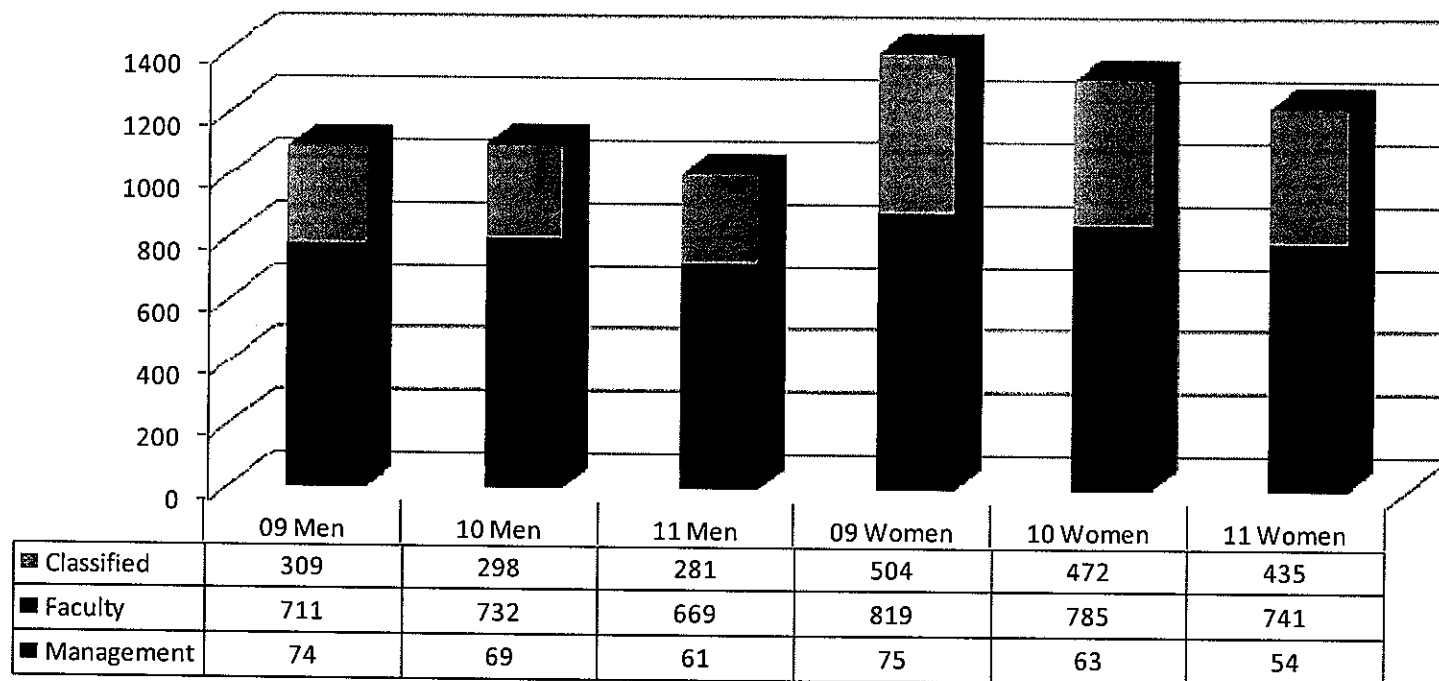
2011 Distribution



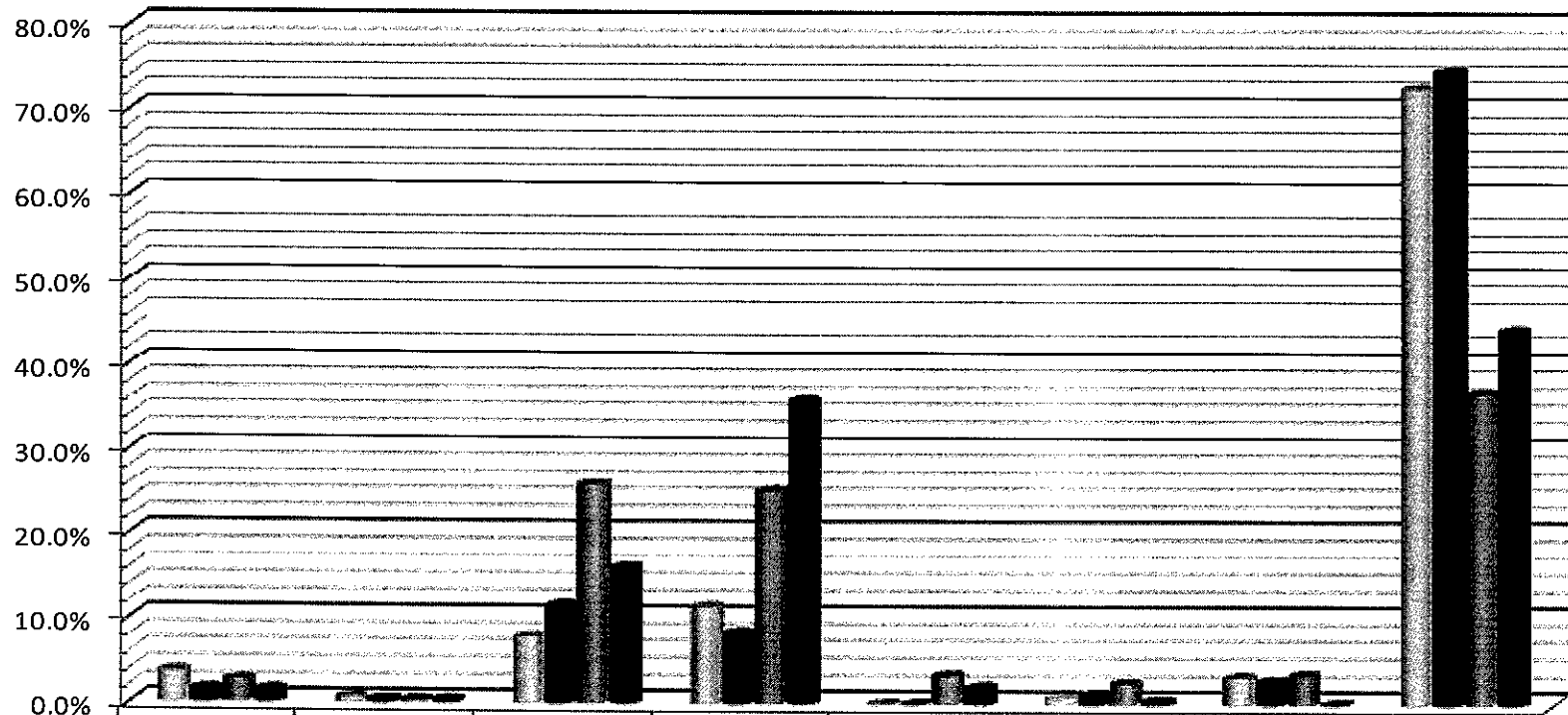
2009 Distribution



District-wide Trends by Gender and Occupation



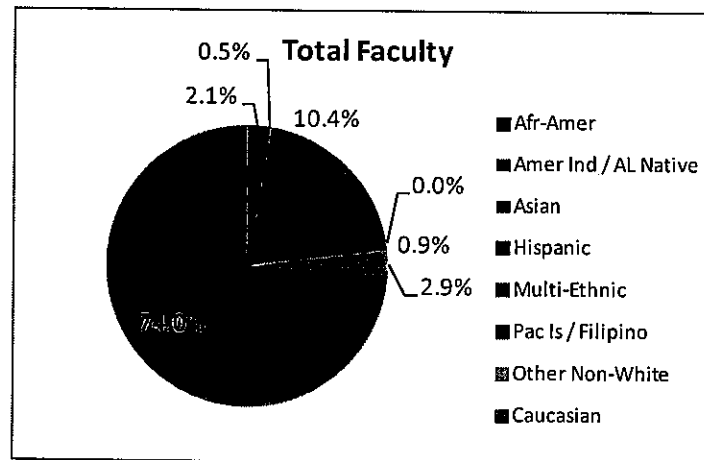
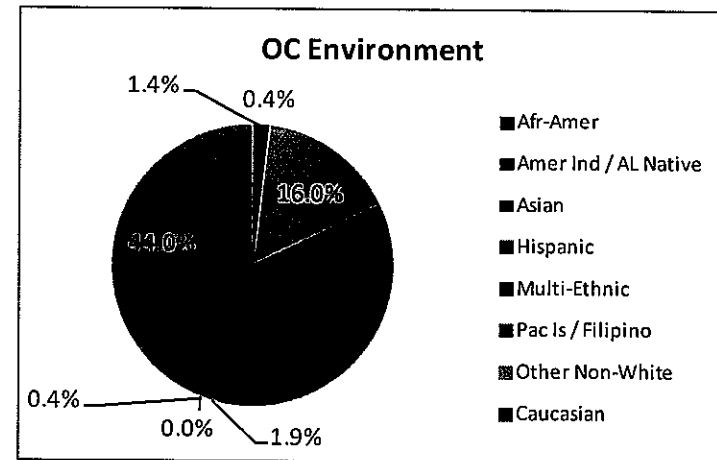
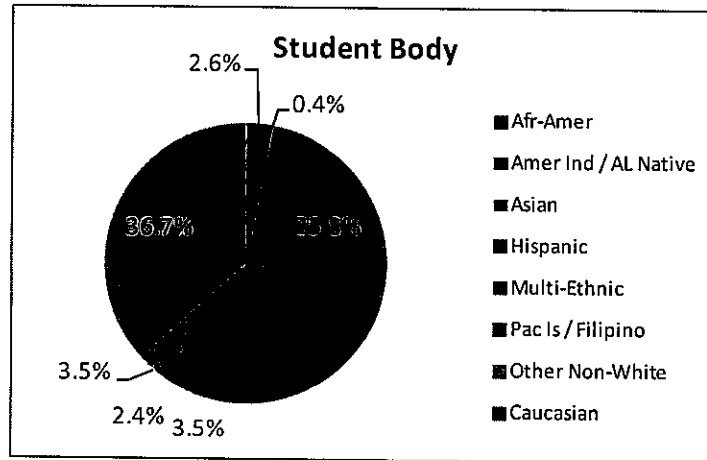
Faculty, Student Body, and Environmental Population by Ethnicity



	Afr-Amer	Amer Ind / AL Native	Asian	Hispanic	Multi-Ethnic	Pac Is / Filipino	Other Non-White	Caucasian
Full-Time Faculty	3.7%	0.7%	7.9%	11.3%	0.0%	0.7%	3.2%	72.5%
Part-Time Faculty	1.4%	0.4%	11.4%	8.3%	0.0%	1.0%	2.8%	74.6%
Student Body	2.6%	0.4%	25.8%	25.1%	3.5%	2.4%	3.5%	36.7%
OC Environment	1.4%	0.4%	16.0%	35.9%	1.9%	0.4%	0.0%	44.0%

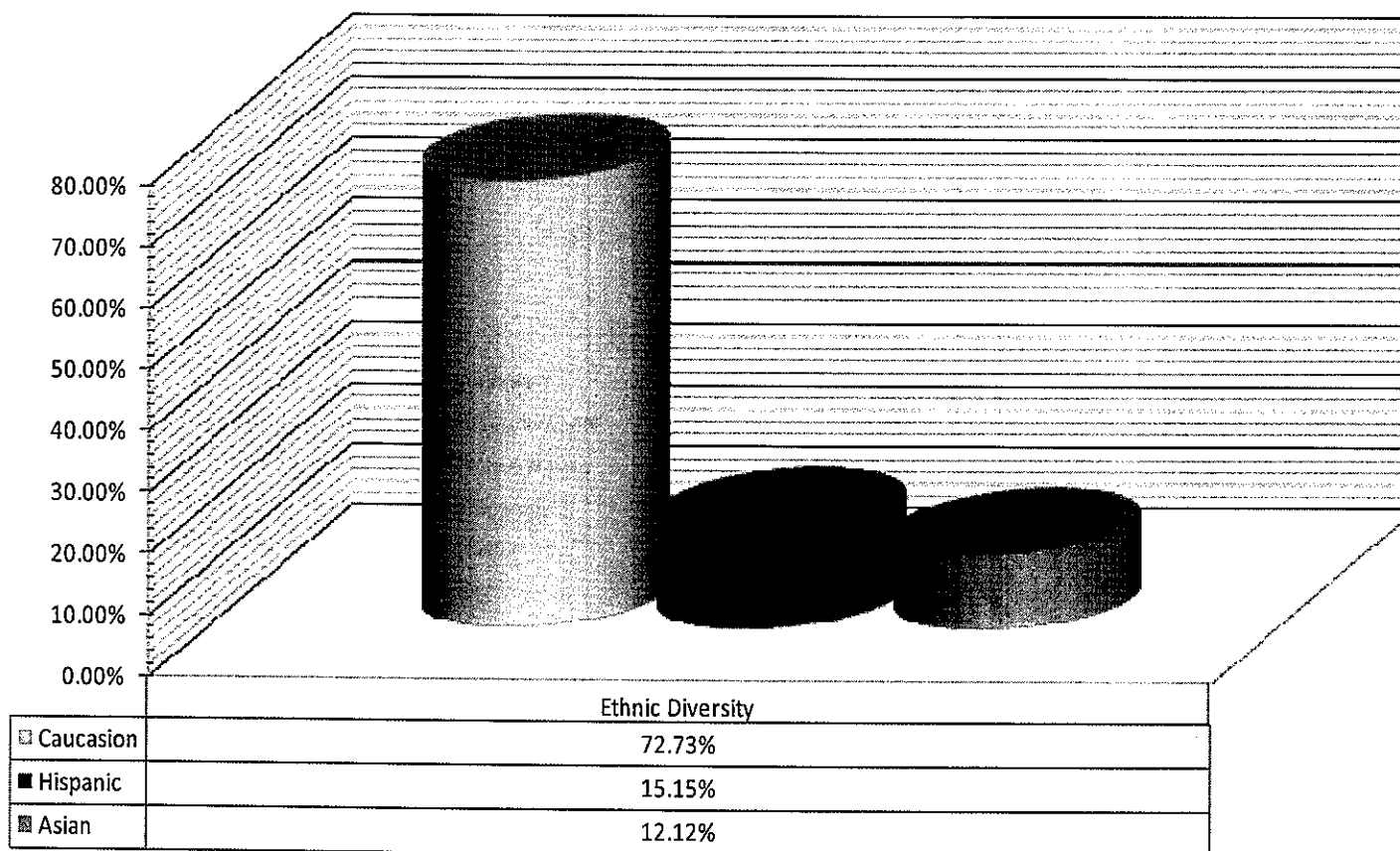
Inspiration. Innovation. Graduation.

Coast Colleges



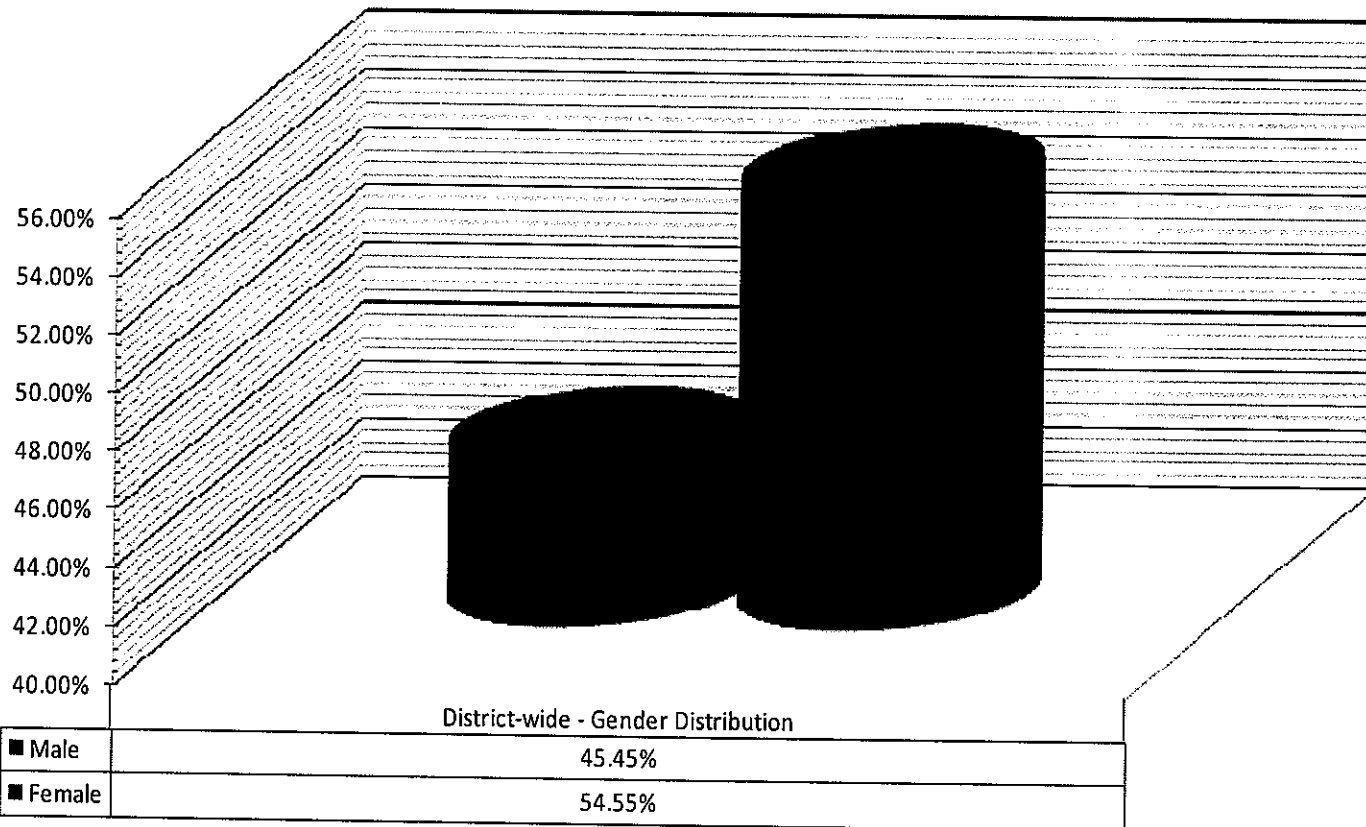
Inspiration. Innovation. Graduation.

2012-13 Faculty Recruitment



Inspiration. Innovation. Graduation.

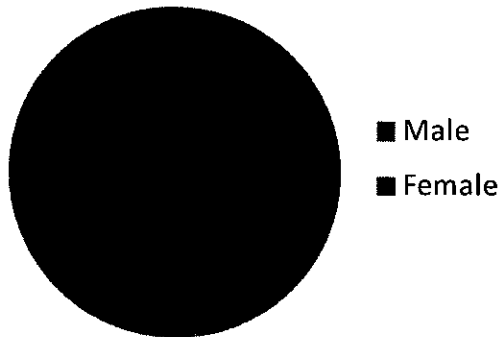
2012-13 Faculty Recruitment



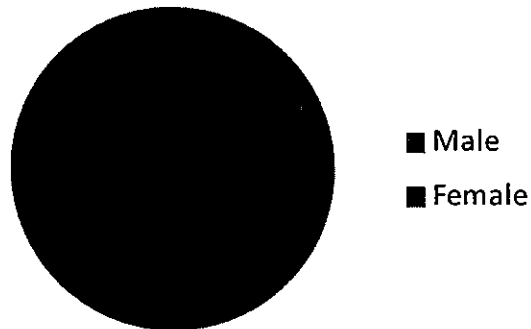
Coast Colleges



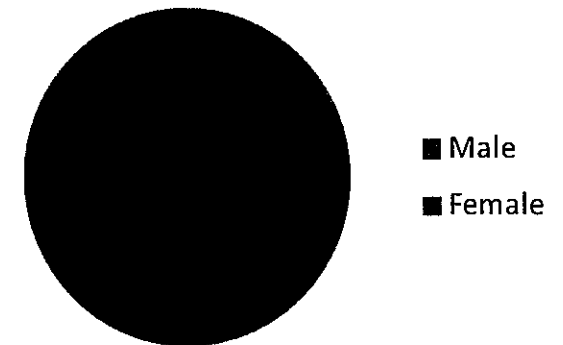
**Coastline Community College -
Gender Distribution**



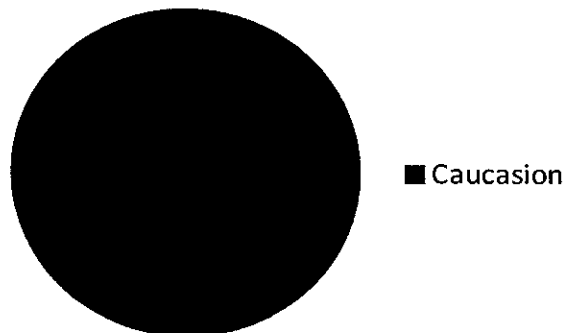
**Golden West College -
Gender Distribution**



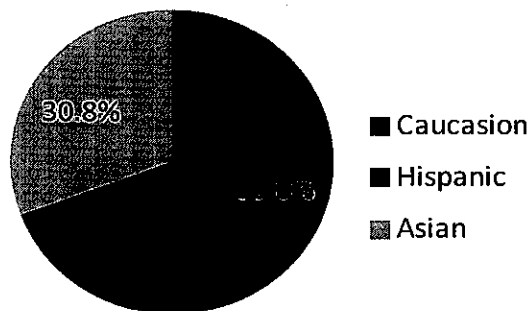
**Orange Coast College -
Gender Distribution**



**Coastline Community College -
Ethnic Diversity**



**Golden West College -
Ethnic Diversity**



**Orange Coast College - Ethnic
Diversity**



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Diversity Report by *Primary Assignment – Fall 2011

Educational Administrators

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
4	2	1	5	0	0	35	1	0	18	30	48
8.33%	4.17%	2.08%	10.42%	0.00%	0.00%	72.92%	2.08%	0.00%	37.50%	62.50%	

Tenured/Tenure Track Faculty

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
33	16	1	48	3	2	299	14	0	222	194	416
7.93%	3.85%	0.24%	11.54%	0.72%	0.48%	71.87%	3.37%	0.00%	53.37%	46.63%	

Part-Time Faculty

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
115	13	8	84	4	3	732	24	1	513	471	984
11.69%	1.32%	0.81%	8.54%	0.41%	0.30%	74.39%	2.44%	0.10%	52.13%	47.87%	

Classified Management

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
4	4	1	6	0	0	48	3	1	36	31	67
5.97%	5.97%	1.49%	8.96%	0.00%	0.00%	71.64%	4.48%	1.49%	53.73%	46.27%	

Classified Support

Asian	Black	Filipino	Hispanic	Native American	Pacific Islander	White	Unknown	Other Non-White	Female	Male	Total
139	15	12	164	2	10	338	30	4	433	281	714
19.47%	2.10%	1.68%	22.97%	0.28%	1.40%	47.34%	4.20%	0.56%	60.64%	39.36%	



Coast Colleges



Staffing by the Numbers

- Headcount does not include: short-term employees, professional experts, student workers, or Board of Trustees
(Note: Managers and classified employees who teach are also included in the part-time faculty headcount.)

Diversity Report by Primary Assignment

- * Primary Assignment – Managers and classified employees who also teach are only counted in their primary assignment and not included in the part-time faculty headcount.

Inspiration. Innovation. Graduation.

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13**Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
INCREASE (AB 1464)/FT&C Chg.****DATE:** July 01, 2012**CONTRACT NUMBER:** CCTR-2167**PROGRAM TYPE:** GENERAL CHILD CARE &
DEV PROGRAMS**PROJECT NUMBER:** 30-6663-00-2**CONTRACTOR'S NAME:** COAST COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CCTR-2167, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$162,883.00 and inserting \$183,819.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 4,738.0 and inserting 5,346.7 in place thereof.

Minimum Days of Operation (MDO) shall be 228. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA**CONTRACTOR**

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Margie Burke, Manager

PRINTED NAME AND TITLE OF PERSON SIGNING

TITLE

Contracts, Purchasing & Conference Services

ADDRESS

AMOUNT ENCUMBERED BY THIS
DOCUMENT

\$ 20,936

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

PRIOR AMOUNT ENCUMBERED FOR
THIS CONTRACT

\$ 162,883

(OPTIONAL USE)

See Attached

ITEM

See Attached

CHAPTER

STATUTE

FISCAL YEAR

TOTAL AMOUNT ENCUMBERED TO
DATE

\$ 183,819

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

Department of General Services
use only**Attachment 2**

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

See Attached

DATE

CONTRACTOR'S NAME: COAST COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CCTR-2167

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 13,711	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 46,309	(OPTIONAL USE)0656 13609-6663	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 60,020	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,544	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 25,478	(OPTIONAL USE)0656 15136-6663	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 33,022	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -319	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 91,096	(OPTIONAL USE)0656 23254-6663			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 90,777	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

**2012-13 LANGUAGE CHANGES TO
THE FUNDING TERMS AND CONDITIONS (FT&C)**

These changes apply to the FT&C for the following contract type:
CCTR, CAPP, CHAN, CFCC, CMAP, CMIG, CRRP, C2AP and C3AP

Note: The page numbers cited may be a few pages off.

Revised the Definitions in the following:

"CSPP eligible four-year-old children" means children who will have their fourth birthday on or before November 1 ~~December 2~~ of the fiscal year in which they are enrolled in a California state preschool program.

"CSPP eligible three-year-old children" means children who will have their third birthday on or before November 1 ~~December 2~~ of the fiscal year in which they are enrolled in a California state preschool program.

"Family child care home education network" means an entity organized under law that contracts with the Department pursuant to EC Section 8245 to make payments to licensed family child care home providers and to provide education and support services to those providers and to children and families eligible for state-subsidized child care and development services. A family child care home education network may also be referred to as a family child care home system.

Delete Section II.A.3, GENERAL PROVISIONS, Notification of Address Change (p.14)

~~For proposed site changes for Prekindergarten and Family Literacy Part- and Full Day programs, a request must be submitted to the CDD and shall include:~~

- ~~a. The name and address of the current program location;~~
- ~~b. The name and address of the proposed program location;~~
- ~~c. Verification that the proposed program location is within the attendance area of an elementary school with a decile ranking of 1 to 3, inclusive, based on the 2005 base Academic Performance Index; and~~
- ~~d. The site license for the proposed program location.~~

~~Approval shall be granted upon receipt of documentation confirming that the proposed program location meets the statutory requirements as specified in EC Section 8238.4(a)(2).~~

~~The CDD shall approve or deny the request within thirty (30) calendar days of receipt of the request.~~



**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

F.Y. 12 - 13**Amendment 01****LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES
INCREASE (AB 1464)/FT&C Chg.****DATE:** July 01, 2012**CONTRACT NUMBER:** CSPP-2325**PROGRAM TYPE:** CALIFORNIA STATE
PRESCHOOL PROGRAM**PROJECT NUMBER:** 30-6663-00-2**CONTRACTOR'S NAME:** COAST COMMUNITY COLLEGE DISTRICT

This agreement with the State of California dated July 01, 2012 designated as number CSPP-2325, shall be amended in the following particulars but no others:

The 2012-13 Funding Terms and Conditions (FT&C) shall be amended in accordance with the attached 2012-13 amended FT&C Language (Attachment A) which by this reference is incorporated herein.

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to \$108,345.00 and inserting \$122,272.00 in place thereof.

The Maximim Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be \$34.38. (No change)

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 3,151.0 and inserting 3,556.5 in place thereof.

Minimum Days of Operation (MDO) shall be 228. (No change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

STATE OF CALIFORNIA**CONTRACTOR**

BY (AUTHORIZED SIGNATURE)

BY (AUTHORIZED SIGNATURE)

PRINTED NAME OF PERSON SIGNING

Margie Burke, Manager

PRINTED NAME AND TITLE OF PERSON SIGNING

TITLE

Contracts, Purchasing & Conference Services

ADDRESS

AMOUNT ENCUMBERED BY THIS
DOCUMENT

\$ 13,927

PROGRAM/CATEGORY (CODE AND TITLE)

Child Development Programs

FUND TITLE

Department of General Services
use onlyPRIOR AMOUNT ENCUMBERED FOR
THIS CONTRACT

\$ 108,345

(OPTIONAL USE)

See Attached

ITEM

See Attached

CHAPTER

STATUTE

FISCAL YEAR

TOTAL AMOUNT ENCUMBERED TO
DATE

\$ 122,272

OBJECT OF EXPENDITURE (CODE AND TITLE)

702

Attachment 3

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

T.B.A. NO.

B.R. NO.

SIGNATURE OF ACCOUNTING OFFICER

See Attached

DATE

CONTRACTOR'S NAME: COAST COMMUNITY COLLEGE DISTRICT

CONTRACT NUMBER: CSPP-2325

Amendment 01

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -9,722	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 30,803	(OPTIONAL USE)0656 13609-6663		FC# 93.596 PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 21,081	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -5,349	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE Federal	
PRIOR AMOUNT ENCUMBERED \$ 16,947	(OPTIONAL USE)0656 15136-6663		FC# 93.575 PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 11,598	ITEM 30.10.020.001 6110-194-0890	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 57,708	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23038-6663			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 57,708	ITEM 30.10.010. 6110-196-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ -28,710	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE General	
PRIOR AMOUNT ENCUMBERED \$ 60,595	(OPTIONAL USE)0656 23254-6663			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 31,885	ITEM 30.10.020.001 6110-194-0001	CHAPTER 21	STATUTE 2012	FISCAL YEAR 2012-2013
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590			

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO.	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER	DATE	

CLINICAL EDUCATION AGREEMENT

This Clinical Education Agreement ("Agreement") is entered into this 1st day of August 2012 (the "Effective Date"), between Providence Health System – Southern California, including those facilities listed on Exhibit A (each individually referred to as a "Facility" and collectively referred to as Facilities") and Coast Community College District ("District") for Orange Coast College ("School").

Hospital owns and operates a licensed facility in California that offers a full range of hospital services. Facility is willing to provide clinical education experience to students of School in the programs listed on Exhibit B in accordance with the terms of this Agreement. School desires to use the Facility as an opportunity for its students to obtain clinical learning experience as required by their curriculum.

The consideration for this Agreement is the mutual promises contained in this Agreement and the mutual benefits expected from entering into this Agreement.

1. Responsibilities of the Facility

1.1. Clinical Instruction. Facility shall provide suitable clinical experience for students as prescribed by the School's curriculum and in accordance with any written objectives provided by School to Facility. Services will be provided in compliance with the directions of the Facility, Facility manuals, policies and procedures, the standards and recommendations of The Joint Commission, the applicable standards of relevant professional societies, and applicable local state and federal regulations. No clinical education shall be offered by Facility with respect to procedures that are contrary to the Providence Health & Services Mission and Core Values and the Roman Catholic moral tradition as articulated in such documents as The Ethical and Religious Directives for Catholic Health Care Services. Students will be assigned to Facility upon the mutual agreement of Facility and School. Facility will inform appropriate personnel about the role of students and provide identification or security clearances, where appropriate. Facility retains full responsibility for the care of its patients. Students will receive no monetary compensation under terms of this Agreement, and are not deemed an employee under Worker's Compensation statutes.

1.2. Facility Personnel. Facility will designate appropriate personnel to coordinate the student's clinical learning experience. This will involve planning between responsible School faculty and designated Facility personnel for the assignment of students to specific clinical cases and experiences, including selected conferences, clinics, courses and programs conducted under the instruction of the Facility. Facility will designate and submit in writing to the School the name and professional and academic credentials of a person to be responsible for the clinical education program. That person will be known as the clinical coordinator for clinical education (CCCE).

1.3. Inspection. Facility will permit, on reasonable request, the inspection of clinical and related facilities by agencies charged with responsibility for accreditation of the School.

1.4. Exclusion of Students. Facility reserves the right to terminate the continuation of any student who is not complying with applicable Facility policies, procedures or directions from Facility personnel or physicians involved in the clinical education program or who is deemed by Facility not to

have adequate qualifications or ability to continue in the program, or the health of the student does not warrant a continuation at Facility, or whose conduct interferes with the proper operation of Facility.

1.5. Emergency Care. Facility shall provide necessary emergency care or first aid required by an accident occurring at Facility for students participating under the terms of this Agreement, and, except as herein provided, Facility shall have no obligation to furnish medical or surgical care to any student. The student bears responsibility for the cost of such care as well as any follow-up care.

1.6. Regulations. Facility will provide the student with access to the written regulations that will govern the student's activities while at Facility. Facility shall also provide the student with policies relating to the Deficit Reduction Act, including Facility's Fraud and Abuse Prevention and Detection Policies.

1.7. Records and Reports. Facility will maintain records and reports on each student's performance as specified by each program and provide an evaluation to the School on forms provided by the School.

2. Responsibilities of the School

2.1. Publications. The School will prohibit the publication by the students any material relative to their clinical learning experience that has not been approved for release for publication by both Facility and the School.

2.2. Clinical Experiences. It shall be the responsibility of the academic coordinator of clinical education of the School, after consultation with Facility, to help plan the clinical educational program for student clinical experiences.

2.3. Program Description. School will provide Facility with an annual announcement or description of the program, curriculum and objectives to be achieved at Facility.

2.4. Student Compliance. School will assure that students abide by the policies of Facility while using Facility facilities, including policies related to confidentiality of patient information. School shall immediately report any errors in accordance with Facility procedures. School will assure that students do not copy or remove confidential information from Facility premises. Students will be expected to conduct themselves in a professional manner; their attire as well as their appearance will conform to the accepted standards of Facility. School will assure that students are educated regarding universal precautions, blood-borne pathogens, and other appropriate OSHA standards prior to coming to Facility.

2.5. Student Qualifications. School will assign to Facility only those students who have satisfactorily completed the prerequisite didactic portion of the University's curriculum and who have evidence of completion of a CPR course based on American Heart Association or American Red Cross guidelines and related to the age group(s) with whom they will be working.

2.6. Student Health. School will assure that students have up-to-date immunizations for Hepatitis B, Diphtheria and Tetanus, and will demonstrate either a negative skin test or chest x-ray for Tuberculosis before beginning the clinical education program. School will have on file, records of

positive titer or of immunization administered after 1967 for Rubella and Rubeola for each student born after 1956.

2.7. **Scheduling.** The days and hours of clinical experience are to be planned by the faculty of School in consultation with the CCCE.

2.8. **Pre-Placement Checks.**

(a) School agrees to request a criminal background check pursuant to applicable "Child and Adult Abuse Laws." School agrees to provide Facility with a copy of the criminal background check results. School acknowledges that placement of each student at Facility is contingent upon provision of the criminal background check results dated less than one year prior to the commencement of the clinical education program placement.

(b) School shall perform an excluded provider search on the Office of Inspector General List of Excluded Individuals/Entities (<http://exclusions.oig.hhs.gov/search.aspx>) and the General Services Administration Excluded Parties List (<http://epls.arinet.gov/>) for any students providing treatment, care or services at Facility. Evidence that each student is not on the above mentioned excluded provider list is a condition precedent to clinical education program placement.

3. **Insurance.**

School shall maintain, in the amount of \$1,000,000 per occurrence and \$3,000,000 in the aggregate, professional and general liability insurance for itself and those students participating in the clinical education program, and shall name Facility as an additional insured with respect to any risks that are the responsibility of School or its students under the terms of this Agreement. School shall also maintain health insurance for its students. School shall provide Facility with a certificate of insurance evidencing the coverage required by this Agreement.

4. **Indemnity.**

Each party to this Agreement shall be responsible for claims and damages to persons or property resulting from acts or omissions on the part of itself, its employees, or its officers. Neither party assumes any responsibility to the other party for the consequences of any act or omission of any person, firm or corporation not a party to this Agreement. Neither party to this Agreement shall be considered the agent of the other party.

5. **Term and Termination.**

5.1. **Term.** This Agreement will be in effect for two (2) years, beginning August 1, 2012 and ending July 31, 2014. This Agreement may be renewed for additional two (2) year terms upon the written agreement of both Facility and School.

5.2. **Termination.** Either party may terminate this Agreement at any time by giving 30 days written notice of termination to the other party. If Facility terminates this Agreement by giving such notice to School, students currently participating in the Clinical Education Program at Facility will be allowed to complete the program.

6. Nondiscrimination.

Facility and the School agree that neither will discriminate in the performance of this Agreement against any individual on the basis of age, sex, race, color, religious belief, national origin or physical handicap.

7. Non-assignability.

Neither party may assign the rights or the duties of this Agreement without the prior written approval of the other party.

8. Notices.

When required by the terms of this Agreement, the parties shall give notice by personal delivery or by Certified Mail, return receipt requested, postage prepaid, and addressed as indicated below and on the attached Exhibit A:

To Facility: Providence Health System – Southern California
20555 Earl Street – PJ Building
Torrance, CA 90503

Attention: Sylvia Nunez, Contract Administrator

To School: Orange Coast College
2701 Fairview Road
Costa Mesa, CA 92628

Attn: Jane McLaughlin, Allied Health Programs Assistant

Copy To: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

SIGNATURES APPEAR ON NEXT PAGE

FACILITY:
PROVIDENCE HEALTH SYSTEM –
SOUTHERN CALIFORNIA

SCHOOL:
ORANGE COMMUNITY COLLEGE
DISTRICT FOR ORANGE COAST
COLLEGE

By: _____
Name: Kathleen Harren, RN, MHA MSNc
Title: Regional Director, Nursing Institute

By: _____
Name: Kevin Ballinger
Title: Dean, Consumer Health Service

DISTRICT:
COAST COMMUNITY COLLEGE
DISTRICT

By: _____
Name: Katherine Bullard, RN, MS RCNO
Title: Regional Chief Nursing Officer

By: _____
President, Board of Trustees

Date: _____

G:\Legal\WORD\AGRMTS\California Model Documents\Clinical EducationAgreement.doc
Versions 6/19/09

EXHIBIT A
PROVIDENCE FACILITIES

**Providence Health System - Southern California
d/b/a Providence Little Company of Mary
Medical Center Torrance**
4101 Torrance Boulevard
Torrance, CA 90503
(310) 540-7676

**Providence Health System - Southern California
d/b/a Providence Little Company of Mary
Medical Center San Pedro**
1300 W. Seventh Street
San Pedro, CA 90732
(310) 832-3311

Providence Holy Cross Medical Center
15031 Rinaldi Street
Mission Hills, CA 91345-1207
(818) 365-8051

Providence Saint Joseph Medical Center
501 S. Buena Vista Street
Burbank, CA 91505-4809
(818) 843-5111

Providence Tarzana Medical Center
18321 Clark St.
Tarzana, CA 91356
(818) 881-0800

Providence TrinityCare Hospice
2601 Airport Drive, Suite 230
Torrance, CA 90505
(866) 210-1055

Providence Sub Acute Care Center
1322 West Sixth Street
San Pedro, California 90732
(310) 791-4518

**Providence Little Company of Mary
Transitional Care Center**
4320 Maricopa Street
Torrance, CA 90503
(310) 303-5900

**Providence Holy Cross Medical Center
Sub Acute Unit**
11600-A Indian Hills Rd.
Mission Hills, CA 91345
(818) 496-4630

Home Health
3551 Voyager Street, Suite 201
Torrance, CA 90503
(310) 370-5895

The Roy and Patricia Disney Cancer Center
181 S. Buena Vista Street
Burbank, CA 91505-4809
1-888-HEALING (432-5464)

Providence St. Elizabeth Care Center
10425 Magnolia Blvd.
North Hollywood, CA 91601
(818) 980-3872

Occupational Health Center (OHC)
3413 Pacific Avenue
Burbank, CA 91505
(818) 953-4408

Valley Radiation Oncology Center (VROC)
5529 Reseda Blvd.
Tarzana, CA 91356
(818) 774-2860

The Wellness Community at Providence
214 S. Frederic Street, Apt. A
Burbank, CA 91505
(800) 313-9737 or (818) 848-2099

**Providence Center for Community Health
Improvement**
6801 Coldwater Canyon Ave.
North Hollywood, CA 91605
(888) 432-5464

Providence Home Care
3413 W. Pacific Ave
Burbank, CA 91505
(818) 953-4451

**Providence Medical Institute, d/b/a Providence
Little Company of Mary Medical Institute**
5315 Torrance Blvd.
Torrance, CA 90503
(310) 543-7020

EXHIBIT B
CLINICAL EDUCATION DISCIPLINES

- Clinical Education
- Cardiovascular Technology
- Diagnostic Medical Sonography
- Dietetic Technician
- Medical Assisting
- Neurodiagnostic Technology
- Polysomnography Technology
- Respiratory Care
- Radiologic Technology



AGREEMENT BETWEEN
COAST COMMUNITY COLLEGE DISTRICT
AND
COMMUNITY COLLEGE LEAGUE OF CALIFORNIA

This agreement made and entered into on the **19th day of September 2012** to cover the period of **October 01, 2012 through June 30, 2013**, by and between the Coast Community College District, hereafter referred to as "District," and Community College League of California hereafter referred to as the "League".

WHEREAS, the District is desirous of bringing the Human Resources-related documents in its Board Policy Manual and Administrative Procedures Manual up-to-date, and

WHEREAS, the League is qualified by experience, knowledge, and materials to assist with the coordination and supervision of updating Board Policy and Administrative Procedures Manuals, and

WHEREAS, Pursuant to Government Code Section 53060, the governing board of the District may contract with persons experienced and competent to perform special services and provide advice in financial, economic, accounting, engineering, legal or administrative matters,

NOW, THEREFORE, the District and the League, for the considerations hereinafter named, agree as follows:

FIRST: The League agrees to perform the professional, technical and management services hereinafter set forth when and as assigned by the District, and

SECOND: The District agrees to pay the League a fee, together with such other payments and reimbursements as are hereinafter provided.

LEAGUE CONSULTANT'S SERVICES

ARTICLE 1:

The League agrees to assign a League-approved Consultant to provide professional services and consultation to assist the District in the revision of its Board Policy and Administrative Procedures Manuals. The Consultant's services will include, but may not be limited to, the following:

- Presenting a work plan to the District for approval.
- Drafting up-to-date policies for all Human Resources-related documents in Chapters 3 and 7 of the Board Policy Manual using as a starting point the League's sample policy templates and the District's current board policies.
- Drafting recommendations for all Human Resources-related Administrative Procedures in Chapters 3 and 7, using as starting points the current District administrative procedures,

procedures now contained in the District's Board Policy Manual, and the League's sample procedures.

- Providing to District designee draft Human Resources-related Board Policies and Administrative Procedures for review by appropriate District leaders for review.
- Finalizing the recommended Human Resources-related Board Policies for review and adoption by the Board.
- Finalizing the Human Resources-related Administrative Procedures Manual for review and adoption by the Chancellor.
- Providing the District with the Human Resources-related Board Policies and Administrative Procedures in an electronic format (flash drive) to be easily updated and uploaded on the District's website.
- Being on-site at times/dates that are mutually agreed upon by the District and the Consultant to meet with District personnel, attend meetings, and review documents.

The League reserves the right to choose the Consultant and change the Consultant if necessary.

FEE STRUCTURE

ARTICLE 2:

The fee structure for the work conducted under this Agreement shall be not to exceed \$18,000* for the Consultant's work and travel expenses from September 20, 2012 to June 20, 2013. If the work of the Consultant exceeds 225 hours during the specified contract period, additional hours will be billed to the District at the rate of \$80 an hour for research, creation of documents, or meeting with District personnel (in person or via conference call), and at \$25 an hour for transportation time.

In addition, there shall be a ten percent fee (\$2,000) to cover League administrative costs, with **total costs not to exceed \$20,000 to the District** unless additional hours of work are agreed upon by the District.

*The fee includes travel expenses incurred by the consultant such as airfare, rental car, meals, gasoline, and airport parking.

The District reserves the right to approve the additional professional costs prior to the expenditure of those costs. If the work extends beyond June 20, 2013, this contact may be extended at the discretion of both the District and the League.

METHOD OF PAYMENT

ARTICLE 3:

Quarterly payments to the League will be made with the approval of the District, upon presentation of the League's invoice. Each invoice shall be documented in such detail and demonstrate such progress on each portion of the work as the District may reasonably deem appropriate, as determined by the District.

INDEMNIFICATION

ARTICLE 4:

To the extent allowed by law, the League must save, keep, bear harmless, and fully indemnify the District and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any of the League's activities in the performance of the Agreement.

To the extent allowed by law, the District must save, keep, bear harmless, and fully indemnify the League and any of its officers or agents from all damages, or claims for damages, costs or expenses in law or equity arising out of any of the District's activities in the performance of the Agreement.

The District must agree to have the final Board Policy Manual and Administrative Procedures Manuals examined by its General Counsel before final adoption to assure the contents are in compliance with legal requirements, legal advisements, or suggested good practice.

EMPLOYEE RELATIONSHIP

ARTICLE 5:

The League and Consultant are not employees of the District. It is understood that the Consultant is responsible for his/her actions and that the Consultant is not an employee or servant of the District regardless of the nature or extent of the acts performed by the Consultant. Therefore, since the Consultant has been deemed not to be an employee of the District, the District does not assume liability under the law for any act or performance pursuant to this Agreement.

CANCELLATION

ARTICLE 6:

Either party giving written notice to the other may cancel this Agreement at any time, with or without cause. In the event of such cancellation, the League shall be paid for authorized services. In ascertaining the services actually rendered hereunder up to the date of the termination of this Agreement, consideration shall be given to both completed work and work in process of completion and to complete and incomplete reports and other documents whether delivered to the District or in the possession of the Consultant or League.

OWNERSHIP OF DOCUMENTS OR REPORTS

ARTICLE 7:

Services as represented on documents or reports are to become the property of the District whether the work is completed or not and may be used by them in any fashion they see fit. Notwithstanding the foregoing, however, the League reserves the right to use any documents or data prepared or collected during the course of this work for other purposes as it sees fit, provided, however, that no such use shall allow the District to be identified without the consent of the District.

CONSULTANT PERSONAL SERVICES

ARTICLE 8:

It is agreed that the District is relying on the personal services of the Consultant and upon his/her technical ability and professional integrity. Such reliance is one of the chief considerations for the execution of this Agreement by the District.

It is further understood and agreed that the Consultant shall not assign nor transfer his/her duties under this Agreement, nor shall this Agreement be assignable or transferable by operation of law or otherwise without the written consent of the District.

CONFLICT OF INTEREST

ARTICLE 9:

The Consultant agrees to perform services exclusively for the District under this Agreement, and expressly agrees not to undertake any conflicting duties to others, with or without compensation, which could in any way compromise that responsibility. The Consultant shall not disclose to others any confidential information gained from this relationship without the prior, written permission from the District. Further, the Consultant shall not seek to use his/her position, the information gained thereby, nor any other aspect of the project or his/her relationship with others involved in it, for personal gain or other remuneration or benefit, beyond the compensation provided for herein.

TERM OF AGREEMENT

ARTICLE 10:

This Agreement shall be effective when signed by all parties. Services shall commence upon execution of this Agreement.

This Agreement may be amended but only by an instrument in writing signed by all parties.

By: _____
Coast Community College District

Date: _____

By: _____
Community College League of California

Date: _____

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made between Coast Community College District (hereinafter referred to as the District), 1370 Adams Avenue, Costa Mesa, CA 92626 and Strata Information Group (hereinafter referred to as SIG), 3935 Harney Street, Suite 203, San Diego, California 92110.

1. Services

During the term of this Agreement, the District will identify projects that will require the assistance of SIG as described in Exhibit A - General Statement of Work. For each project SIG will develop a specific Statement of Work (SOW) and an estimated cost to complete. Each SOW will conform to the format described in SOW-02 and will be attached to and made part of this Agreement. SIG agrees to keep the District regularly informed of the progress of work performed under this Agreement.

2. Compensation

The District will pay SIG \$170.00 per hour plus reasonable travel expenses to provide the services specified in Exhibit A. SIG will invoice monthly for labor, travel time and travel expenses. Payment indicates acceptance of service. Rates for services are effective for 12 months from the date of the Agreement, and may increase by \$5.00 per hour for each year thereafter. No other increase in the amount or scope of services is authorized without formal amendment to this Agreement.

3. Cancellation of Scheduled Services

The parties agree that once the District and SIG have scheduled a specific time during which SIG will provide services under the terms of this Agreement, the District shall pay SIG for such services as if SIG had performed such services on the date scheduled, unless the District has notified SIG that the District would like to reschedule or cancel the provision of such services at least fifteen (15) business days prior to the date on which SIG is scheduled to perform such services. The District's payment shall include the full cost of scheduled consulting services and all actual out-of-pocket travel expenses such as non-refundable airline tickets.

4. Term

This Agreement is effective September 6, 2012 and will continue in effect until September 5, 2015. The Agreement may be extended if agreed to in writing by both parties. Either party may cancel this Agreement with 90 day written notice to the other party.

5. Non-Hire Provision

During the term of this Agreement and for 3 months after it ends, SIG will not hire any full time employee of the District without the District's permission, and the District will not hire or contract with any full time employee of SIG without SIG's permission.

6. Reports

Any and all files, notes, reports, manuscripts and any other work produced, prepared or developed by SIG as a part of the work under this Agreement are the property of the District and shall be provided to the District upon the termination of this Agreement.

7. Independent Contractor

SIG will control the means and manner in which work is performed under this Agreement and, in all respects, SIG's relationship to the District will be that of an independent contractor, not an employee.

8. Force Majeure

Neither party to this Agreement will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control including without limitation: acts of God; accident; labor disruption; acts, omissions and defaults of third parties; and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. Warranty

No warranty is stated or implied regarding the services provided under this Agreement.

10. Indemnification

SIG agrees to and shall indemnify, defend and hold harmless the District, its officers, agents and employees free and harmless from, against and in respect of all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest penalties and reasonable attorney fees that the District shall incur or suffer, which arise, result from, or relate to the legality and/or enforceability of the Agreement, or actions brought by employees of the District relating to claims arising out of the services rendered by SIG for the District. SIG shall be liable for those losses, claims, or damages that arise as a result of SIG's negligent performance of services contemplated under the terms, conditions, and period of this Agreement.

11. Limitation of Liability

Except if such damages are due to the negligence or other wrongdoing of SIG, SIG will not be liable for any special, incidental, or consequential damages, including without limitation loss of profits, loss of data, and loss of revenues, even if informed of the possibility thereof in advance.

12. Entire Agreement

This Agreement contains the entire Agreement between the parties hereto, and supersedes any and all other Agreements heretofore made.

13. Ownership of Works for Hire

All matters produced under this Agreement shall be works for hire and shall become the sole property of the District. Said works cannot be used for any other client or purposes without the District's expressed written permission. The District shall have all right, title and interest in said matters, including the right to obtain and maintain the copyright, trademark, and/or patent of said matters in the name of the District.

14. Worker's Compensation Insurance

SIG agrees to procure and maintain in full force and effect worker's compensation insurance covering its partners, employees and agents while said persons are performing services pursuant to this Agreement. In the event that an employee of SIG performing this Agreement files a worker's compensation claim against the District, SIG agrees to defend and hold the District harmless from such claim.

15. Nondiscrimination in Employment

SIG agrees that it will not engage in unlawful discrimination in employment because of race, color, religious creed, national origin, ancestry, physical handicap, marital status, or sex.

16. Arbitration

All claims, disputes or controversies arising out of or relating to this Agreement or the breach thereof will be resolved by arbitration in accordance with the then-prevailing rules of the American Arbitration Association. There shall be one arbitrator mutually agreed upon by the District and SIG. If however, agreement cannot be reached, then each party shall select an arbitrator, and those two shall select a third. All compensation for arbitrators and expenses of the arbitrators shall be shared equally by the parties.

For Coast Community College District:

Jim Moreno, President Board of Trustees

Date: _____

For Strata Information Group:

Henry A. Einstad, President

Date: 9/5/12



EXHIBIT A
General Statement of Work

Coast Community College District
Strata Information Group
Banner® Consulting Services

Under the terms of this Agreement, SIG will provide consulting services for the staff of Coast Community College District as directed, to perform the following work:

Provide a variety of consulting service resources as requested for Banner® and Oracle® functional, subject matter and technical assistance. Each request will be accompanied by a defined scope of work.

Changes in the scope of work, technical specifications, or lack of needed and timely connectivity could result in a reevaluation of the estimated project cost.

General Consulting and Support Services

- Business process analysis services
- Information technology strategic planning
- Change management services

Banner® by Ellucian Functional and Technical Services

- Functional support services for:
 - Banner® Student including the Self Service functionality
 - Banner® Finance including the Self Service functionality
 - Banner® Human Resources including the Self Service functionality
 - Banner® Financial Aid including Self Service functionality
 - Banner® Advancement including Self Service functionality
 - Banner® Document Management Suite
 - Banner® Relationship Management Suite
 - Luminis®
 - DegreeWorks®
 - CAPP®
 - WorkFlow®
- Technical support services for:
 - Banner® Student including the Self Service functionality
 - Banner® Finance including the Self Service functionality
 - Banner® Human Resources including the Self Service functionality
 - Banner® Financial Aid including Self Service functionality
 - Banner® Advancement including Self Service functionality
 - Banner® Document Management Suite
 - Banner® Relationship Management Suite
 - Luminis®
 - DegreeWorks®
 - CAPP®
 - WorkFlow®
- Evisions Argos® Reporting services
- Evisions FormFusion®
- Evisions IntelliCheck®
- Banner® Operational Data Store (ODS)
- Oracle Database administration support services
- System administration services
- Other technical and functional services for Banner® and associated third party vendor products

Statement of Work (SOW-02)

**Coast Community College District
Strata Information Group
Banner® Finance System Assessment
September 6, 2012**

Under the terms of this Agreement, Strata Information Group (SIG) will provide services for the staff of Coast Community College District (CCCD), as directed, to perform the following work:

Description of Work:

The CCCD Vice Chancellor Finance & Administration, Andy Dunn, has requested SIG to provide senior consulting services to conduct an assessment of the CCCD Banner® Finance system.

Scope of Work:

SIG will provide one or more Senior Consultants to conduct an assessment of the CCCD Banner® Finance System as described below. SIG's primary role is to document the findings discussed during the assessment. It is estimated that it will take approximately one to two weeks to complete the assessment. SIG will spend the first week of the engagement at the District office conducting the assessment based upon a mutually agreed to schedule of activities. The final week of the engagement will focus on the development of the assessment report.

SIG assumptions or access requirements to be provided by CCCD:

- The CCCD Chief Information Officer or designee to serve as the primary point of contact for the SIG assigned resource(s) and determine project priorities in addition to serving as the escalation point of contact for the SIG account manager
- Provide a dedicated meeting room with audio visual equipment and system access for all sessions
- Ensure that primary and secondary individuals with the responsibility for encoding must be available throughout the onsite visit, if required
- Provide secure local and remote access for SIG staff to the client Banner® test or development environment with the most current data to include SQL, INB, VPN, and other software development tools and access requirements, as needed
- Provide timely technical support and assistance to the SIG consultant when needed. It should be noted that SIG performance will rely on the support from the client's Information Technology staff

Estimated Services

Services	Typical Tasks	Hours
Technical and Functional Consulting	<p>SIG will conduct an assessment of the CCCD Banner® Finance system based on the activities defined below. It is estimated that the assessment will require one onsite week and that all meetings will take place at the District Office.</p> <p>1. Site visit preparation and conference calls with CCCD staff and other project participants</p> <ul style="list-style-type: none">• Conduct initial introduction• Develop the pre-assessment questionnaires• Finalize the onsite visit logistics• Finalize the onsite visit interview schedule• Discuss existing documentation	94 - 114

	<ul style="list-style-type: none"> • Provide access through VPN to the Banner® systems to complete an initial review of CCCD's data, rules setup, and system configuration • Document follow-up questions and points of clarification and shared with CCCD staff through email or an additional conference call <p>2. Pre-assessment questionnaires</p> <ul style="list-style-type: none"> • Work with the CCCD staff to finalize the questionnaires • Send the questionnaires to the District office and campus representatives two weeks prior to the onsite visit • Assemble the responses and document the findings for use during the onsite assessment <p>3. Based on the final assessment schedule, complete an onsite system usage assessment for the specific area being addressed</p> <ul style="list-style-type: none"> • Determine and assess functionalities in use and not in use • Identify any unmet functional processing needs • Review high level processes and assess key processes • Assess efficiencies related to the configuration of the system • Identify and assess system workarounds, shadow systems and manual processing procedures • Identify and evaluate any staff training needs • Review configuration for efficiency and effectiveness • Review of system interfaces and non-Banner® ancillary systems <p>4. If required, complete an overview of the current functionality for the specific area being assessed</p> <ul style="list-style-type: none"> • Discuss and conduct overview of selected Banner® functionality for the specific area • Review data standards • Discuss data access • Provide reports • Discuss module and functionality utilization • Address what works and does not work for the staff • Discuss major issues, concerns, and needs <p>5. Complete a review of the Banner® reporting methodologies and unmet reporting needs</p> <ul style="list-style-type: none"> • Assess internal management reporting strategies, methods, and any unmet management reporting needs • Assess external reporting strategies, methods, and challenges <p>6. Project wrap-up meeting</p> <ul style="list-style-type: none"> • Meet with the appropriate CCCD user staff and Information Systems Technology staff for a debrief session to include high level findings, and anticipated recommendations • Finalize the site visit interview schedule for the individual campus visits if required. 	
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	7. Project reporting <ul style="list-style-type: none"> Complete an Assessment Report within two weeks of the onsite visit to include findings, recommendations and potential actions to improve the utilization of Banner® Complete a conference call and WebEx session with the appropriate CCCD staff to discuss the report 	
Travel Time	Two trips	16
Total Hours		110 - 130

Summary of Estimated Costs:

Services	Labor Cost	Travel Costs	Total Cost
Finance System Assessment	\$18,700 - \$22,100	\$3,400	\$22,100 - \$25,500

Notes for the Summary of Estimated Costs:

- Services are billed at \$170.00 per hour
- Travel costs are estimated at \$1,700 per trip, per consultant
- Travel is capped at 8 hours per round trip
- SIG invoices only for consulting hours and travel expenses actually used
- Costs include, as applicable, preparation time, on-site consulting, travel time and travel related expenses
- SIG will make every attempt to reduce travel costs including coach airfares and using client recommended lodging
- Cost exclude all state taxes, if applicable

For Coast Community College District:

Jim Moreno, President Board of Trustees

Date: _____

For Strata Information Group:

Henry A. Einstad, President

Date: 9/5/12

Statement of Work (SOW-03)

**Coast Community College District
Strata Information Group
Banner® Human Resources/Payroll System Assessment
September 6, 2012**

Under the terms of the Agreement dated, July 1, 2011, Strata Information Group (SIG) will provide services for the staff of Coast Community College District (CCCD), as directed, to perform the following work:

Description of Work:

The CCCD Vice Chancellor of Human Resources, Deborah D. Hirsh, has requested senior consulting services to conduct an assessment of the CCCD Banner® Human Resources/Payroll System.

Scope of Work:

SIG will provide one or more Senior Consultants to conduct an assessment of the CCCD Banner® HR/Payroll System as described below. SIG's primary role is to document the findings discussed during the assessment. It is estimated that it will take approximately one to two weeks to complete the assessment. SIG will spend the first week of the engagement at the District office conducting the assessment based upon a mutually agreed to schedule of activities. The final week of the engagement will focus on the development of the assessment report.

SIG assumptions or access requirements to be provided by CCCD:

- The CCCD Chief Information Officer or designee to serve as the primary point of contact for the SIG assigned resource(s) and determine project priorities in addition to serving as the escalation point of contact for the SIG account manager
- Provide a dedicated meeting room with audio visual equipment and system access for all sessions
- Ensure primary and secondary individuals with the responsibility for encoding must be available throughout the onsite visit, if required
- Provide secure local and remote access for SIG staff to the client Banner® test or development environment with the most current data to include SQL, INB, VPN, and other software development tools and access requirements, as needed
- Provide timely technical support and assistance to the SIG consultant when needed. It should be noted that SIG performance will rely on the support from the client's Information Technology staff

Estimated Services

Services	Typical Tasks	Hours
Technical and Functional Consulting	<p>SIG will conduct an assessment of the CCCD Banner HR/Payroll system based on the activities defined below. It is estimated that the assessment will require one onsite week and that all meetings will take place at the District Office.</p> <p>1. Site visit preparation and conference calls with CCCD staff and other project participants</p> <ul style="list-style-type: none">• Conduct initial introduction• Develop the pre-assessment questionnaires• Finalize the onsite visit logistics• Finalize the onsite visit interview schedule	94 - 114

	<ul style="list-style-type: none"> • Discuss existing documentation • Provide access through VPN to the Banner® systems to complete an initial review of CCCD's data, rules setup, and system configuration • Follow-up questions and points of clarification will be documented and share with CCCD staff through email or an additional conference call <p>2. Pre-assessment questionnaires</p> <ul style="list-style-type: none"> • Work with the CCCD staff to finalize the questionnaires • Send the questionnaires to the District office and campus representatives two weeks prior to the onsite visit • Assemble the responses and document the findings for use during the onsite assessment <p>3. Based on the final assessment schedule, complete an onsite system usage assessment for the specific area being addressed</p> <ul style="list-style-type: none"> • Determine and assess functionalities in use and not in use • Identify any unmet functional processing needs • Review high level processes and assess key processes • Perform efficiency assessment related to the configuration of the system • Identify and assess system workarounds, shadow systems, and manual processing procedures • Identify and evaluate any staff training needs • Review configuration for efficiency and effectiveness • Review of system interfaces and non-Banner® ancillary systems <p>4. If required, complete an overview of the current functionality for the specific area being assessed</p> <ul style="list-style-type: none"> • Discuss overview of selected Banner® functionality for the specific area • Review data standards • Discuss data access • Provide reports • Discuss module and functionality utilization • Address what works and does not work for the staff • Discuss major issues, concerns, and needs <p>5. Complete a review of the Banner® reporting methodologies and unmet reporting needs</p> <ul style="list-style-type: none"> • Assess internal management reporting strategies, methods, and any unmet management reporting needs • Assess external reporting strategies, methods, and challenges <p>6. Project wrap-up meeting</p> <ul style="list-style-type: none"> • Meet with the appropriate CCCD user staff and Information Systems Technology staff for a debrief session to include high level findings, and anticipated recommendations • Finalize the site visit interview schedule for the individual campus visits if required. 	
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	7. Project reporting <ul style="list-style-type: none"> Complete an Assessment Report within two weeks of the onsite visit to include findings, recommendations and potential actions to improve the utilization of Banner® Complete a conference call and WebEx session with the appropriate CCCD staff to discuss the report 	
Travel Time	Two Trips	16
Total Hours		110 - 130

Summary of Estimated Costs:

Services	Labor Cost	Travel Costs	Total Cost
HR/Payroll System Assessment	\$18,700 - \$22,100	\$3,400	\$22,100 - \$25,500

Notes for the Summary of Estimated Costs:

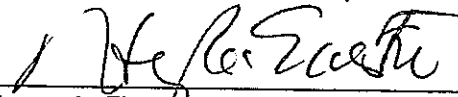
- Services are billed at \$170.00 per hour
- Travel costs are estimated at \$1,700 per trip, per consultant
- Travel is capped at 8 hours per round trip
- SIG invoices only for consulting hours and travel expenses actually used
- Costs include, as applicable, preparation time, on-site consulting, travel time and travel related expenses
- SIG will make every attempt to reduce travel costs including coach airfares and using client recommended lodging
- Cost exclude all state taxes, if applicable

For Coast Community College District:

Jim Moreno, President Board of Trustees

Date: _____

For Strata Information Group:



Henry A. Elmstad, President

Date: 9/5/12



COOPERATIVE AGREEMENT NO. 12-CCC PUENTE-20
between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PUENTE PROJECT
and
COAST COMMUNITY COLLEGE DISTRICT, GOLDEN WEST COLLEGE
FISCAL YEAR 2012-2013

THIS AGREEMENT is entered into between The Regents of the University of California, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Coast Community College District, Golden West College (hereinafter called "Recipient").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2012 to June 30, 2013

II. STATEMENT OF PERFORMANCE

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Golden West College College.

The current *Puente Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these Guidelines and the provisions set forth herein in conducting a Puente program. In case of inconsistencies between this Agreement and the Guidelines, this Agreement takes precedence. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor and counselor training as described in Article VI. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for the period stated above.

Payment of the amount stated above may be provided upon execution of this Agreement by both parties and submission of the **Certificate of Insurance**, as required by Article XII.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

Attachment 7

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, and orientations, including food during these functions. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).
- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, and remitted by September 30, 2013 to Frank Garcia at the address listed in Article XVI.
- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Agreement.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. RESPONSIBILITIES OF THE RECIPIENT

- A. Recipient shall offer a two-semester sequence of courses consisting of Pre-English IA (or its equivalent) in the fall 2012 and English IA (or its equivalent) in the spring 2013 for designated Puente students, who qualify using the English class assessment process for the Community College(s), and as outlined in the *Puente Community College Program Implementation Guidelines*.
- B. Recipient shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.
- C. Recipient shall select and hire the following staff:
 - 1. A **full-time Writing Instructor** whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English IA, fall, and English IA, spring, courses). The Writing Instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-coordination.
 - 2. A **full-time Counselor** assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.
 - 3. **Clerical assistance** for Puente of at least 10 hours a week.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$2,500 per person.

Recipient shall consult with the Puente Executive Director or his designee if any additional staff (reading and math instructors, tutorial or mentoring personnel) will be working on the Puente project.

D. Recipient shall provide office and administrative support in accordance with the following:

1. Recipient shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.
 2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2012.
 3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2012.
 4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
 5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2012.
- E. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in July 2012.
- F. Recipient agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles IV and VII of this Agreement.

VI. RESPONSIBILITIES OF PUENTE

A. Training: Puente will provide the following staff development programs at no cost to Recipient:

1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
 2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
 3. Ongoing support and resources for training.
 4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
 5. Instructor and counselor resource materials and mentor recruitment materials.
- B. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

I. FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration	October 29, 2012
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

2. SPRING TERM:

<u>Item</u>	<u>Due Date</u>
Student Online Registration (new students)	March 30, 2013
Student Update Form (continuing students)	March 30, 2013
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

Please send completed forms and other data to the Puente State Office.

VIII. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

IX. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

X. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use **either** of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510-987-9548).

XI. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

XII. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

- G. 7. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is required. Upon the execution of this Agreement, Recipient shall furnish to Frank Garcia at the address listed in Article XVI. Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XIII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60-1.4 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741.5 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250.5 and 60-300.5 of the Code of Federal Regulations; Title II of the Genetic Information Nondiscrimination Act of 2008 which prohibits employment discrimination based on genetic information (including family medical history); and the nondiscrimination clause required by California Government Code Section 12990(c) relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex (including but not limited to pregnancy and gender identity), age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5, Section 8107 of the California Code of Regulations.

XIV. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVI. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

Frank García, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.Garcia@ucop.edu
Phone: (510) 987-0860

Contractual Matters:

Lourdes DeMattos, Contract and Grant Officer
Research Policy Analysis and Coordination

Office of the President, University of California
1111 Franklin Street, 11th Floor, Oakland, CA 94607
Email: Lourdes.DeMattos@ucop.edu
Phone: (510) 987-9850

Recipient Contacts

Program Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

Fiscal Matters:


Name _____ Title _____
Address _____
Email _____
Phone _____

Contractual Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: 
Name: Alan Moloney
Title: Director, Procurement Services

Date: 8/12/20

GOLDEN WEST COLLEGE

By: _____ Date: _____
Name: _____
Title: _____
Tax ID: _____



STATE OF CALIFORNIA

**CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE**

1102 Q STREET, 4TH FLOOR
SACRAMENTO, CA 95811-6549
(916) 445-8752
HTTP://WWW.CCCCO.EDU



August 20, 2012

Andrew C. Jones, Ed.D
Chancellor
Coast CCD
1370 Adams Ave.,
Costa Mesa, CA 92626

Subject: Contract 12-REC-08 (CAN Testing)

Dear Chancellor Jones:

Please complete the following checked item(s) and return to the below stated address:

- ☒ CCC 213 with attached Exhibits. Sign all five copies of face sheet. Please use any color other than black.
- ☐ Std. 204, Payee Data Record. No payment can be made unless this form is completed and returned.
- ☒ CCC-1005, Contractor Certification Clauses. Please complete and sign all five copies. Failure to do so will prohibit the California Community Colleges, Chancellor's Office from doing business with your company. CCCCCO will be keeping the signed CCC-1005 on file for the duration of the contract.
- ☐ One of the following items to verify approval by your District Board of Trustees for the District to enter into this particular contract must be enclosed:
 1. A District Board Resolution,
 2. A portion of District Board meeting minutes or,
 3. A copy of the contract agenda item with a certified statement that the item was recommended approved at a recent Board meeting (routine District Board signatory authorizations will not suffice). Please do not return the contract copies to me until the Board authorization item can be enclosed with them.
- ☐ Initial the marked changes on the enclosed copies. Changes must be initialed by an individual authorized to sign the Agreement.
- ☐ The enclosed Agreement is signed on behalf of CCCCCO and is being returned to you for further processing. When approved, send one original to the CCCCCO Contract Analyst at the address below.
- ☐ The enclosed fully executed Agreement is for your records.
- ☐ The pending Agreement has been canceled. The cancellation was authorized by _____.



- ____ This Agreement was terminated unilaterally. Since Section ____ allows for unilateral cancellation within ____ days, the cancellation will take effect _____. The cancellation was authorized by _____.
- ____ Other: Enclosed is the Federal Certifications Form and the Assurances – Non Construction Programs Form.
- ____ Other: Board of Governors approval of contract.
- ____ This contract will not go into effect until the 2012-13 state budget is signed. Please refer to Exhibit B, Provision 3 – Budget Contingency Clause for further information.

This Agreement cannot be considered binding on either party until approved by appropriate authorized State agencies. No services should be provided prior to approval, as the State is not obligated to make any payments on any agreement prior to final approval. Expeditious handling of this Agreement is appreciated. *No alteration of these documents will be accepted without prior State approval.*

Please call me if you have any questions regarding this Agreement. For questions pertaining to the specific tasks or program activities, please contact the Project Monitor, Brenda Fong, at (916) 323-2758.

Sincerely,

***Please return 5 signed copies
of the contract face sheet, the Contractor
Certification Clause face sheet, and the
District Board Approval to:***

Wendy Lozoya
Contract Analyst
(916) 327-5906

cc: Brenda Fong

Wendy Lozoya
Contract Analyst
California Community Colleges
1102 Q Street
Sacramento, CA 95811-6549



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

AGREEMENT NUMBER

12-REC-08

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

BOG, California Community Colleges, Chancellor's Office

CONTRACTOR'S NAME

Coast CCD

2. The term of this Agreement is: July 1, 2012 through June 30, 2017

3. The maximum amount of this Agreement is: \$100,000.00 (\$20,000.00 per year for 5 years)

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

Exhibit A – Scope of Work	1 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C – General Terms and Conditions (Attached hereto as part of this Agreement)	6 page(s)
Exhibit D – Special Terms and Conditions (Attached hereto as part of this Agreement)	12 page(s)
Exhibit E – Request for Proposals (Attached hereto as part of this Agreement)	0 page(s)
Exhibit F – Contractor's Proposal (Attached hereto as part of this Agreement)	4 page(s)
Exhibit G – Contractor's Cost Proposal (Attached hereto as part of this Agreement)	1 page(s)
Exhibit H – Contractor Certification Clauses, Chancellor's Office Form CCC-1005 (Attached hereto as part of this agreement)	5 page(s)
Exhibit I – Additional Provisions	0 page(s)

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

CONTRACTOR

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

Coast CCD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1370 Adams Ave., Costa Mesa, CA 92626

STATE OF CALIFORNIA

AGENCY NAME

BOG, California Community Colleges, Chancellor's Office

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

Steven Bruckman, Executive Vice Chancellor

ADDRESS

1102 Q Street, Suite 4554, Sacramento, CA 95811-6539

Chancellor's Office, California
Community Colleges Use Only

Exempt from DGS approval pursuant
to AB 1441, Chapter 36 of the Statutes
of 2000

9



AMOUNT RECIEVED BY THIS DOCUMENT \$ 20,000.00 (12-13) \$ 20,000.00 (13-14) \$ 20,000.00 (14-15) \$ 20,000.00 (15-16) \$ 20,000.00 (16-17)	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
	Local Assistance		General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE)			
	ITEM	CHAPTER	STATUTE	FISCAL YEAR
TOTAL AMOUNT RECEIVED TO DATE \$ 20,000.00 (12-13) \$ 20,000.00 (13-14) \$ 20,000.00 (14-15) \$ 20,000.00 (15-16) \$ 20,000.00 (16-17)	Fee Supported Contract			
	OBJECT OF EXPENDITURE (CODE AND TITLE)			
<i>I hearby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.	
SIGNATURE OF ACCOUNTING OFFICER			DATE	



**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Services to Be Provided

Contractor agrees to provide to the Chancellor's Office of the California Community Colleges (hereinafter referred to as the Chancellor's Office) the services specified in the Contractor's Proposal, Exhibit F, and as further described herein. Exhibit F attached hereto and by reference made a part of this Agreement.

All services will be provided by the Testing Center that is located at the Golden West College campus.

2. Project Representatives

The project representatives during the term of this agreement will be:

Chancellor's Office: Project Monitor	Contractor: Project Director
Name: Brenda Fong	Name: Mary O'Connor
Phone: 323-2758	Phone: (714) 895-8975
Fax:	Fax:

Direct inquiries regarding terms or conditions of the agreement should be made to:

Chancellor's Office:	Contractor:
Name: Wendy Lozoya	Name: Mary O'Connor
Address: 1102 Q Street, Suite 4554, Sacramento, CA 95811-6549	Address: 1370 Adams Ave., Costa Mesa, CA 92626
Phone: (916) 327-5906	Phone: (714) 895-8975
Fax:	Fax:

3. Contractor's Project Director and Key Personnel

Substitution of Contractor's Project Director, as indicated in provision 2. above, or Contractor's key personnel, as indicated in the Contractor's Proposal (Exhibit F), may not be made without the prior written approval of the Chancellor's Office Project Monitor.

4. Chancellor's Office Project Monitor

The Project Monitor is responsible for overseeing the project as a whole, and any questions or problems relating to the project should be directed to the Project Monitor. If necessary, the Chancellor's Office may change the Project Monitor by written notice sent to the Contractor.

5. Chancellor's Office Contract Manager

The Chancellor's Office may change the Contract Manager by written notice given to the Contractor. Any questions relating to the terms or conditions of the Agreement document should be addressed to the Contract Manager.



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**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Costs and Payments

Contractor agrees to pay the Chancellor's Office in accordance with the Contractor's Cost Proposal, Exhibit G, which is also attached hereto and by reference made a part of this agreement.

2. Fiscal Reports

Contractor shall furnish detailed report for work completed and payments made to the Chancellor's Office.

All payments are to be delivered to the Accounting Office, California Community Colleges, 1102 Q Street, Suite 4554, Sacramento, CA 95811-6539.



EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

2. Assignment

Contractor may not transfer by assignment or novation the performance of this Agreement or any part thereof except with the prior written approval of the Project Monitor. Nor may Contractor, without the prior written consent of the Project Monitor, assign any other right that Contractor may have under this Agreement. Each assignment that is approved by the Project Monitor shall contain a provision prohibiting further assignments to any third or subsequent tier assignee without additional written approval by the Project Monitor. The Project Monitor's consent to one or more such assignments or novations shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent assignment or novation.

3. Audit

Contractor agrees that the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s), shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the Chancellor's Office, the Bureau of State Audits, any other appropriate state or federal oversight agency, or their designated representative(s) to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code, § 8546.7; Pub. Contr. Code, §§ 10115 et seq.; Cal. Code Regs., tit. 2, § 1896.)

4. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, the Board of Governors of the California Community Colleges, the Chancellor's Office, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all employees, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement. Such defense and payment will be conditional upon the following:

- a. The Chancellor's Office will notify Contractor of any such claim in writing and tender the defense thereof within a reasonable time; and
- b. Contractor will have sole control of the defense of any action on such claim and all negotiations for its settlement or compromise; provided that:

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EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

1. When substantial principles of government or public law are involved, when litigation might create precedent affecting future Chancellor's Office operations or liability, or when involvement of the Chancellor's Office is otherwise mandated by law, the Chancellor's Office may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability);
2. The Chancellor's Office will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and
3. The Chancellor's Office will reasonably cooperate in the defense and in any related settlement negotiations.

5. Disputes

In the event of a dispute, the parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor agrees to file a "Notice of Dispute" with the Chancellor's Office, California Community Colleges, within ten (10) days of discovery of the problem. Within ten (10) days, the Chancellor or his or her designee shall meet with Contractor and the Project Monitor for purposes of resolving the dispute. The decision of the Chancellor shall be final.

In the event of a dispute, the language contained in Exhibits A through D of this Agreement shall prevail over any other language including that contained in any other Exhibits.

Contractor shall continue with the responsibilities under this Agreement during any dispute.

6. Termination

- a. Bankruptcy. In the event proceedings in bankruptcy are commenced against the Contractor, Contractor is adjudged bankrupt or a receiver is appointed and qualifies, then the Chancellor's Office may terminate this Agreement and all further rights and obligations hereunder, by giving five days notice in writing in the manner specified herein. It is recognized by the parties that equipment purchased by Contractor or the Chancellor's Office for this project shall have lien rights held in the name of the Chancellor's Office which shall retain lien rights until the Contractor either returns said equipment to the Chancellor's Office or purchases it as is provided by the terms of this Agreement.
- b. Termination Option. The Chancellor's Office may, at its option, terminate this Agreement at any time upon giving thirty (30) days' advance notice in writing to Contractor in the manner herein specified. In such event, both parties agree to use all reasonable efforts to mitigate their expenses and obligations hereunder. In such event, the Chancellor's Office shall pay Contractor for all satisfactory services rendered and expenses incurred prior to such termination which could not by reasonable efforts of Contractor have been avoided, but not in excess of the maximum payable under this Agreement. In such event, Contractor agrees to relinquish possession of equipment purchased for this project to the Chancellor's Office or Contractor may, with approval of the Chancellor's Office, purchase said equipment as provided by the terms of this Agreement.

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EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

- c. **Event of Breach.** In the event of any breach of this Agreement, the Chancellor's Office may, without any prejudice to any of its other legal remedies, terminate this Agreement upon five days' written notice to the Contractor. In the event of such termination the Chancellor's Office may proceed with the work in any manner deemed proper by the Chancellor's Office. The cost to the Chancellor's Office shall be deducted from any sum due the Contractor under this Agreement, and the balance, if any, shall be paid to the Contractor upon demand. Whether or not the Chancellor's Office elects to proceed with the project, Chancellor's Office shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor as may be agreed upon by the parties or determined by a court of law.
- d. **Gratuities.** The Chancellor's Office may, by written notice to the Contractor, terminate the right of Contractor to proceed under this Agreement if it is found, after notice and hearing by the Chancellor or his or her duly authorized representative, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the Chancellor's Office with a view toward securing a contract or agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to the performance of such contract or agreement.

In the event this Agreement is terminated as provided herein, Chancellor's Office shall be entitled to (1) pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (2) exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee, as a penalty in addition to any other damages to which it may be entitled by law.

The rights and remedies of Chancellor's Office provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

7. Independent Status of Contractor

The Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California or the Chancellor's Office.

8. Recycling Certification

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

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**EXHIBIT C
(Standard Agreement)**

GENERAL TERMS AND CONDITIONS

9. Nondiscrimination Clause

- a. During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment against any employee or applicant for employment because of ethnic group identification, national origin, religion, creed, age, sex, race, color, ancestry, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer and genetic characteristics), or on the basis of these perceived characteristics or based on association with a person or group with one or more of these actual or perceived characteristics, marital status, denial of family care leave, political affiliation, or position in a labor dispute. Contractor and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.
- b. Contractor and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §§ 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, §§ 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a-f), set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full.
- c. Contractor and its subcontractors shall also comply with the provisions of Government Code sections 11135-11139.8.
- d. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- e. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

10. Certification Clauses

The Contractor Certification Clauses contained in Chancellor's Office form CCC-1005 are hereby incorporated by reference and made a part of this Agreement by this reference, and are attached hereto as Exhibit H.

11. Timeliness

Time is of the essence in this Agreement.

12. Compensation

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

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EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

13. Governing Law

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California; venue of any action brought with regard to this Agreement shall be in Sacramento County, Sacramento, California.

14. Antitrust Claims

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

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

1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code. (Gov. Code, § 4550(a).)
2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code, § 4550(b).)

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

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

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

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EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

15. Child Support Compliance Act

For any Agreement in excess of \$100,000, the Contractor acknowledges in accordance with Public Contract Code section 7110, that:

- a. The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in chapter 8 (commencing with section 5200) of part 5 of division 9 of the Family Code; and
- b. The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

16. Unenforceable Provision

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

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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

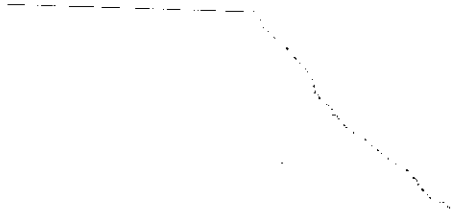
The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The Chancellor's Office will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Subcontracts

- a. The Contractor agrees to obtain the written approval of the Project Monitor prior to the selection of subcontractor(s) to perform the services under this Agreement, at which time the Chancellor's Office will inform the Contractor of any applicable legal requirements regarding disabled veteran business enterprise participation requirements and the use of the Request for Proposals primary or two-tier method. Subcontractors specifically identified in this Agreement or the Exhibits attached hereto and which are secured in accordance with applicable legal requirements are deemed to be approved upon execution of this Agreement.
- b. In any event, any additional subcontractor(s) retained by the Contractor shall be selected using procedures reasonably calculated to ensure that cost shall be given substantial weight in the selection process, and that the selected subcontractor is the best qualified party available to provide the required services. Upon request, Contractor shall furnish evidence of compliance with this provision to the Project Monitor. Contractor shall immediately notify the Project Monitor in the event that any subcontract is terminated.
- c. All subcontracts shall contain a provision prohibiting any third or subsequent tier subcontracts without additional written approval by the Project Monitor.
- d. The Project Monitor's consent to one or more subcontracts shall not constitute a waiver or diminution of the absolute power to approve each and every subsequent subcontract.
- e. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Chancellor's Office and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the Chancellor's Office for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is independent from the obligation of the Chancellor's Office to make payments to the Contractor. As a result, the Chancellor's Office shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

3. Subcontract Payments

Contractor shall obtain the written approval of the Project Monitor and the Executive Vice Chancellor, or his/her designee, before making payments under this Agreement to any subcontractors.



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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

4. Notice

Any notice to either party which is required or permitted to be given under this Agreement shall be given by certified mail properly addressed, postage fully prepaid to the address beneath the name of each respective party. Such notice shall be effective when received, as indicated by post office records, or if deemed undeliverable by post office, such notice shall be postponed 24 hours for each such intervening day.

5. Interpretation

In the interpretation of this Agreement, any inconsistencies between the terms of Exhibits A through D and the language of any other Exhibit or document shall be resolved in favor of the terms of Exhibits A through D.

6. Copyright and Intellectual Property

- a. Contractor agrees that any and all services rendered and documents or other materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and/or trademarks or servicemarks first created, developed or produced pursuant to this Agreement, whether by Contractor or subcontractors, shall be and are Work for Hire. All subcontracts shall include a Work for Hire provision by which all materials, procedures, processes, machines, computer programs, computer software, and trademarks or servicemarks produced as a result of this Agreement shall be Work for Hire. All rights, title, and interest in and to the Work first developed under this Agreement or under any subcontract shall be assigned and transferred to the Chancellor's Office. This Work for Hire agreement shall survive the expiration or early termination of this Agreement.
- b. The copyright for all materials first produced as a result of this Work for Hire agreement shall belong to the Chancellor's Office. Contractor, and all subcontractors and others that produce copyright materials pursuant to this Agreement, assigns all rights, title and interest, including the copyright to any and all works created pursuant to this Work for Hire agreement, to the Chancellor's Office. The Chancellor's Office shall acknowledge Contractor or its subcontractors, if any, as the author of works produced pursuant to this Work for Hire agreement on all publications of such work. The Chancellor's Office may license Contractor or its subcontractors, if any, to reproduce and disseminate copies of such work, provided the licensee agrees not to permit infringement of the copyright by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with the licensing agreement.
- c. All materials first developed in draft and in final form pursuant to this Agreement shall, in a prominent place, bear the © (the letter "c" in a circle) or the word "Copyright," or the abbreviation "Copr.", followed by the year created; and the words "Chancellor's Office, California Community Colleges." Acknowledgment may be given to Contractor or the actual author(s) of the work in an appropriate manner elsewhere in the copyright material. If it is deemed necessary by either the Chancellor's Office or Contractor that the copyright be registered with the U.S. Copyright Office, Contractor will be responsible for applying for, paying the filing fees for, and securing said copyright.

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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

- d. All technical communications and records originated or first prepared by Contractor or its subcontractors, if any, pursuant to this Work for Hire agreement including papers, reports, charts, computer programs, and technical schematics and diagrams, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall be delivered to and shall become the exclusive property of the Chancellor's Office and may be copyrighted by the Chancellor's Office.
- e. If it is deemed necessary by either the Chancellor's Office or Contractor that a patent be obtained from the U.S. Patent and Trademark Office for any invention, process, machine, manufactures, or composition of matter, Contractor will be responsible for applying for, paying the filing fees for, and securing said patent. All patents for inventions, processes, machines, manufactures, or compositions of matter developed pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges." All products and references to patents shall be marked and designated as such as required by law. Acknowledgment may be given to Contractor or the actual inventor(s) in an appropriate manner. The Chancellor's Office agrees to grant a nonexclusive license for such intellectual property to Contractor. Said license shall include the right to use the patent for inventions, processes, machines, manufactures, or compositions of matter derived from those created under this Agreement.
- f. All trademarks and servicemarks first created, developed or acquired pursuant to this Agreement shall be the property of the Chancellor's Office. If it is deemed necessary by either the Chancellor's Office or Contractor that a trademark or servicemark be registered with state or federal agencies, Contractor will be responsible for applying for, paying the filing fees for, and securing said protection. All trademarks and servicemarks obtained pursuant to this Agreement shall be issued to the "Chancellor's Office, California Community Colleges" and carry the designations permitted or required by law. The Chancellor's Office agrees to grant a nonexclusive license for the use of trademarks or servicemarks created, developed or obtained under this Agreement to Contractor.
- g. In connection with any license granted pursuant to the preceding paragraphs, Contractor agrees not to permit infringement by any person, to compensate Chancellor's Office for any infringement which may occur, and to indemnify and hold harmless the Chancellor's Office for any and all claims arising out of or in connection with such license. Contractor may, with the permission of the Chancellor's Office, enter into a written sublicensing agreement subject to these same conditions.
- h. Any and all services rendered, materials, inventions, processes, machines, manufactures, or compositions of matter, computer programs, computer software, and trademarks or servicemarks created, developed or produced pursuant to this Agreement by subcontractors that create works for this Agreement for Contractor are for and are the property of the Chancellor's Office. Contractor shall obtain an acknowledgement of the work for hire performed by these subcontractors that produce intellectual property pursuant to this Agreement, and all rights, title, and interests in such property shall be assigned to the Chancellor's Office from all subcontractors. Contractor shall incorporate the above applicable paragraphs, modified appropriately, into its agreements with subcontractors that create works for this Agreement. No unpaid volunteer or other person shall produce copyright materials under this Agreement without entering into a subcontract between such person(s) and Contractor giving the Chancellor's Office the foregoing rights in exchange for the payment of the sum of at least one dollar (\$1).

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**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

7. Public Hearings

If public hearings on the subject matter dealt with in this Agreement are held during the period of the Agreement, Contractor will make available the personnel assigned to this Agreement for the purpose of testifying. Chancellor's Office will reimburse Contractor for compensation and travel of said personnel at the contract rates for such testimony as may be requested by Chancellor's Office.

8. Confidentiality of Data and Reports

- a. To the extent permissible by law, Contractor will not disclose data or disseminate the contents of the final or any preliminary report without the express written permission of the Project Monitor.
- b. Permission to disclose information on one occasion or at public hearings held by the Chancellor's Office relating to the same shall not authorize Contractor to further disclose such information or disseminate the same on any other occasion.
- c. Contractor will not comment publicly to the press or any other media regarding its report, or the actions of the Chancellor's Office on the same, except to Chancellor's Office staff, Contractor's own personnel involved in the performance of this Agreement, or at a public hearing, or in response to questions from a legislative committee.
- d. If requested by Chancellor's Office, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by Chancellor's Office and shall supply Chancellor's Office with evidence thereof.
- e. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality of data and nondisclosure of the same.

9. Provisions Relating to Data

- a. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may for example, document research or experimental, developmental or engineering work, or be used to define a design or process or to support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- b. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this agreement and thereafter. As to "proprietary data," the extent of Chancellor's Office access to the same and the testimony available regarding the same shall be limited to that reasonably



**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

necessary to demonstrate in a scientific manner to the satisfaction of scientific persons the validity of any premise, postulate or conclusion referred to or expressed in any deliverable hereunder.

- c. "Generated data" is that data which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the Chancellor's Office, together with complete documentation thereof, shall be treated hereunder in the same manner as "generated data." "Generated data" shall be the property of the Chancellor's Office unless and only to the extent that it is specifically provided otherwise herein.
- d. "Deliverable data" is that data which under the terms of this Agreement is required to be delivered to the Chancellor's Office and shall belong to the Chancellor's Office.
- e. As to "generated data" which is reserved to Contractor by the express terms hereof and as to any preexisting or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Chancellor's Office of the final report herein.
- f. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify the Chancellor's Office of any such contemplated action and Chancellor's Office may, within thirty (30) days after said notification, determine whether it desires said data to be further preserved. If Chancellor's Office so elects, the expense of further preserving said data shall be paid for by the Chancellor's Office. Contractor agrees that Chancellor's Office may at its own expense have reasonable access to said data throughout the time during which said data is preserved. Contractor agrees to use his or her best efforts to furnish competent witnesses or to identify such competent witnesses to testify in any court of law regarding said data.

10. Ownership of Data And Reports

Data developed for this Agreement shall become the property of the Chancellor's Office. It shall not be disclosed without the permission of the Project Monitor. Each report shall also become the property of the Chancellor's Office and shall not be disclosed except in such manner and such time as the Project Monitor may direct.

11. Approval of Products and Deliverables

- a. Each deliverable to be provided under this Agreement shall be submitted to and approved by the Project Monitor. All products, documents and published materials, including multimedia presentations, shall be approved by the Project Monitor prior to distribution.
- b. All products resulting from this Agreement or its subcontracts in whole or in part shall reference the Chancellor's Office, California Community Colleges and the specific funding source.

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**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- c. All references to the project shall include the phrase, "funded in part by the Chancellor's Office, California Community Colleges."

12. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the Chancellor's Office to enforce at any time any of the provisions of this Agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provisions nor in any way affect the validity of this Agreement or any part thereof or the right of Chancellor's Office to thereafter enforce each and every such provision.

13. Work by Chancellor's Office Personnel

Staff of the Chancellor's Office will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Project Monitor. In this connection, staff of the Chancellor's Office will be given access to all data, working papers, subcontracts, etc., which Contractor may seek to utilize.

Contractor will not be permitted to utilize staff of the Chancellor's Office for the performance of services that are the responsibility of Contractor unless such utilization is previously agreed to in writing by the Project Monitor, and any appropriate adjustment in price is made. No charge will be made to Contractor for the services of employees of the Chancellor's Office while performing, coordinating or monitoring functions.

14. Changes in the Timing of Performance of Tasks

The timing for performance of the tasks may be changed by written approval of the Project Monitor. However, the date for completion of the Agreement and the total Agreement price, as well as all other terms not specifically excepted, may only be altered by formal amendment of this Agreement.

15. Travel and Per Diem

- a. For purposes of payment, Contractor's headquarters shall be the city designated in the signature block. Travel outside the State of California shall not be reimbursed without the prior written authorization of the Project Monitor, or unless otherwise expressly so provided in the terms of this Agreement.
- b. The travel and per diem rates allowed for Contractor, staff, and subcontractors shall be those currently set forth by the Department of General Services (see State Administrative Manual (SAM) chapter 0700 and Appendix (Travel Guide, S-1)) and Department of Personnel Administration (DPA) Rules (Cal. Code Regs., §§ 599.615, et seq.). These Rules are subject to change at any time. Travel expenditures not listed in the DPA Rules cannot be reimbursed.
- c. Contractor must use the Contractor's formally printed invoice or letterhead, and must sign and date the claim prior to submission to the Chancellor's Office for payment.

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**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- d. Questions regarding reimbursable items and/or limits may be directed to the Chancellor's Office Accounting Administrator at (916) 327-5355.
- e. Itemized invoices, prepared in triplicate, stating Agreement number and social security number or federal identification number, shall be submitted to:

Accounting Unit
Chancellor's Office
California Community Colleges
1102 Q Street, Suite 4554
Sacramento, CA 95811-6539

16. Captions

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent of the clauses to which they appertain.

17. Accessibility for Persons with Disabilities

By signing the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. In addition, by signing this Agreement, Contractor further agrees to the following:

- a. Contractor shall, upon request by any person, make any materials produced with funds pursuant to this Agreement available in braille, large print, electronic text, or other appropriate alternate format. Contractor shall establish policies and procedures to respond to such requests in a timely manner.
- b. All data processing, telecommunications, and/or electronic and information technology (including software, equipment, or other resources) developed, procured, or maintained by Contractor, whether purchased, leased or provided under some other arrangement for use in connection with this Agreement, shall comply with the regulations implementing Section 508 of the Rehabilitation Act of 1973, as amended, set forth at 36 Code of Federal Regulations, part 1194.
- c. Design of computer or web-based materials, including instructional materials, shall conform to guidelines of the Web Access Initiative (see <http://www.w3.org/TR/WAI-WEBCONTENT/>) or similar guidelines developed by the Chancellor's Office.
- d. Contractor shall respond, and shall require its subcontractors to respond to and resolve any complaints regarding accessibility of its products and services as required by this section.

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**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

- e. Contractor and its subcontractors shall indemnify, defend, and hold harmless the Chancellor's Office, its officers, agents and employees, from any and all claims by any person resulting from the failure to comply with the requirements of this section.
- f. Contractor shall incorporate the requirements of this section into all subcontracts.

18. Eligibility for Noncitizens

Funds provided under this Agreement shall only be used to employ, contract with, or provide services to citizens of the United States or noncitizens who are eligible to receive public benefits pursuant to Section 401 (with respect to federally funded activities) or Section 411 (with respect to state funded activities) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193, codified at 42 U.S.C. §§ 601 and 611, respectively). Contractor certifies that all of its employees and/or subcontractors are qualified pursuant to these provisions.

19. Performance Evaluation

If this Agreement involves Consultant Services, the performance of the Contractor shall be evaluated by the Project Monitor on a "Contract/Contractor Evaluation" form Std. 4. If the performance is unsatisfactory, the Contractor will be allowed to prepare a statement defending Contractor's performance. This statement must be received by the Project Monitor within thirty (30) days after Contractor's receipt of the evaluation.

The evaluation form and any related material will be kept on file at the Chancellor's Office.

20. Commissions and Contingency Agreements

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Chancellor's Office shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

21. Licenses and Permits

If the Contractor is an individual, firm or corporation, Contractor must be licensed to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary, however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the Chancellor's Office a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

In the event, any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide the Chancellor's office with a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the Chancellor's Office may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

22. Standards of Conduct

In addition to the Conflicts of Interests provisions in the Contractor's Certification (Chancellor's Office form CCC-1005, attached hereto as Exhibit H), Contractor hereby assures that, in administering this Agreement, it will comply with the standards of conduct hereinafter set out, as well as the applicable state laws concerning conflicts of interests, in order to maintain the integrity of the Agreement and to avoid any potential conflicts of interests in its administration.

- a. Every reasonable course of action will be taken by Contractor in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism or questionable or improper conduct. The Agreement will be administered in an impartial manner. The Contractor, and its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, or special interest.
- b. Conducting Business with Relatives. No relative by blood, adoption, or marriage of any officer or employee of Contractor will receive favorable treatment in the award of subcontracts or in educational or employment opportunities funded by this Agreement.
- c. Conducting Business Involving Close Personal Friends and Associates. In administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates.
- d. In the interest of avoiding conflicts of interests involving friends or associates of Chancellor's Office employees, in administering this Agreement, officers and employees of Contractor will exercise due diligence to avoid situations which may give rise to an assertion that favorable treatment is being granted to friends and associates of Chancellor's Office employees.
- e. Contractor shall not enter into any subcontract of the types described below and any such agreement which may be executed is null and void and of no force or effect.
 1. A former state employee (including a Chancellor's Office employee, or a district employee who worked for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) cannot enter into a subcontract under this Agreement with Contractor if that employee was engaged in the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to this Agreement while employed by the state. (Gov. Code, §§ 1090, et seq., 87100, and 87400 et seq.; Cal. Code Regs., tit. 5, §§ 18741.1 and 18747.)
 2. A current state employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional

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**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

Exchange (IJE)) cannot enter into a subcontract with Contractor, with the exception of rank-and-file employees of the California State University and the University of California. (Pub. Contr. Code, § 10410.)

3. The spouse or immediate family of a current Chancellor's Office employee (including a current Chancellor's Office employee or district employee working for the Chancellor's Office on an Interjurisdictional Exchange (IJE)) may not enter into a subcontract with Contractor if the Chancellor's Office employee or person on an IJE was engaged in the negotiations, transactions, planning, arrangement or any part of the decisionmaking process relevant to this Agreement or the subcontract, or had any influence whatsoever in the making of this Agreement or the subcontract. (Gov. Code, §§ 1090, et seq.; and 87100.)

23. Follow-on Contracts

- a. By signing this Agreement, Contractor certifies that neither the Contractor nor any of its affiliates or subcontractors previously received a consulting services contract from the Chancellor's Office which resulted in a recommendation by Contractor, its affiliates or subcontractors for the provision of services, procurement of goods or supplies, or any other related action which is now to be provided or performed under this Agreement. (Pub. Contr. Code, § 10365.5.)
- b. For purposes of this section, "affiliates" are employees, directors, partners, joint venture participants, parent corporations, subsidiaries, or any other entity controlled by, controlling, or under common control with the Contractor. Control exists when an entity owns or directs more than fifty percent (50%) of the outstanding shares or securities representing the right to vote for the election of directors or other managing authority.
- c. Should the Chancellor's Office determine, at any time, that the certification contained in paragraph a. is false or inaccurate, the Chancellor's Office may deem contractor to be in breach of this Agreement and may terminate the Agreement as provided in the Termination provisions of section 6.c. of Exhibit C to the Agreement. However, to the extent permissible by law, the Chancellor's Office or its designee, may waive the restrictions set forth in this section by written notice to the Contractor if the Chancellor's Office determines their application would not be in the best interest of the Chancellor's Office.
- d. Except as prohibited by law, the restrictions of this section will not apply to a Contractor, including any person, firm, or affiliate, that is awarded a subcontract of a consultant services contract which amounts to no more than 10 percent of the total monetary value of the consultant services contract.
- e. The restrictions set forth in this section are in addition to conflict of interest restrictions imposed on public Contractors by California law. In the event of any inconsistency, such conflict of interest laws override the provisions of this section, even if enacted after execution of this Agreement.

24. Statewide or Regional Projects

If this Agreement involves provision of coordination, technical assistance, or other services for the California Community Colleges system or for a particular region or group of colleges, Contractor

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**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

agrees to consult regularly with the Project Monitor and representatives of the colleges to be served and to give every reasonable consideration to their views in the conduct of the project.

Contractor shall require all employees, consultants, and subcontractors to disclose any employment or contractual relationships they may have with other colleges being served under a statewide or regional contract or grant. Such relationships are prohibited and shall be promptly terminated unless, after being fully informed of the circumstances, the Project Monitor determines that the services being provided to the other college by the employee, consultant, or contractor are above and beyond or unrelated to those provided under this Agreement.

25. Surveys

If this contract involves conducting a survey of community college faculty, staff, students, or administrators, Contractor shall ensure that the survey is developed, administered, tabulated, and summarized by a survey evaluator/specialist. Surveys shall conform to project goals, shall minimize the burden on the group being surveyed, and shall not collect data already available to the Contractor from the Chancellor's Office or another source.

26. Safety and Accident Prevention

In performing work under this Contract on the premises of the Chancellor's Office, Contractor shall conform to any specific safety requirements contained in the Contract or as required by law or regulation. Contractor shall take any additional precautions as the Chancellor's Office may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Contract in accordance with the default provisions hereof.

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Exhibit F

Contractor's Proposal

Responsibilities of Chancellor's Office:

1. Maintain agreement/approval with the California Department of Public Health (CDPH) for the administration of the examination.
2. Maintain agreement with test vendor, Pearson Vue, for administration of the examination.
3. Assist Regional Coordination Site to coordinate CNA testing within its region.
4. Periodically review the terms and provisions of this agreement and its Exhibits to determine if any changes are needed. All substantive changes (e.g., revising the Fee Distribution Schedule) must be made by formally amending the agreement.

Responsibilities of Regional Coordination Site/Contractor:

1. Coordinate examination administration within its region by:
 - a. Developing and maintaining applications and application processing system for administration of the examination that meets the requirements of the CDPH.
 - b. Ensuring that all appropriate information is validated, such as training program code and completion date, as well as any other pertinent program rules and regulations of the CDPH.
 - c. Providing Pearson Vue with examination score sheets and electronic transfer of information and materials regarding examination applicants, and any other information as may be required by Pearson Vue.
 - d. Providing rosters and other examination materials to the test sites, as required.
 - e. Ensuring that advertisement of examination and application procedures, e.g., candidate brochure, application process, security procedures, are shared with Pearson Vue.
 - f. Obtaining Test Site Coordinators to administer the examination and monitor qualified staff. Current Site Coordinators are: (enter name[s] here)
 - g. Training Test Site Coordinators.
 - h. Confirming, through this section (g), that each subcontractor is responsible for hiring, training, and paying additional qualified staff for proctors, raters, and evaluators.
 - i. Monitoring the performance of each subcontractor according to the guidelines provided by the California Department of Public Health, the Chancellor's Office, and Pearson Vue.
 - j. Acquiring new test sites and monitoring the performance of the current test sites listed in Exhibit F, a copy of which is attached hereto and incorporated herein by this reference.
 - k. Arranging special testing situations as desired by program/candidates.
 - l. Maintaining security of examination materials.
 - m. Paying Pearson Vue and the Chancellor's Office within six (6) weeks of the monthly examinations, according to the attached fee schedule, Exhibit G, which is incorporated herein and made a part hereof by this reference.
 - n. Providing monthly reports of examination fee distribution to the Chancellor's Office and Pearson Vue. The report shall include the following headings for the written and manual skills, respectively: Region, Number of Candidates Tested, and Fee Dollar Amount.
 - o. Paying examiner's fees, proctor's fees, rater's fees, and all other costs related to actual test administration from its share of test revenues.

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- p. Arranging for secure storage and shipment of all test materials. Returning all used testing materials to Pearson Vue according to their instructions.
 - q. Providing special accommodations for individuals with disabilities as described in the Americans with Disabilities Act of 1990. (Pub. L. No. 101-336, §2, 104 Stat. 328 (1991)).
2. Assist the Chancellor's Office by providing content experts for the development of examination items and related activities as requested by Pearson Vue.

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(Contractor to supply list of testing sites in the following format):

Southern Region				
Send applications to:				
, CA 93109				
Phone				
Please submit registration application to the address above at least 10 days prior to the examination.				
Please call for test dates and times				
County	Test Site Coordinator	Test Site	Site Code	City
Location 1				
Location 2				
Location 3				



2011-12 NNAAP EXAMINATION SCHEDULE
AND TEST SITE LISTING

Southern Region – covers area from Woodland Hills to Mexican border
Golden West College (714) 895-8708
Website address: www.regionaltestingcenter.org

Pearson Vue Information: (800) 274-2900

Practice tests available online at www.pearsonVUE.com

1st click Health Services Exams, 2nd click Nurses Aides, 3rd scroll to California
4th review Candidate Booklet for steps of skills test and practice tests.



EXHIBIT G
Fee Distribution Schedule

Service	Total	RCS	PV	COCCC
Manual & Written *	\$90.00	\$60.00	\$28.50	\$1.50
Manual Only	\$55.00	\$40.25	\$14.00	\$0.75
Written Only	\$35.00	\$19.75	\$14.50	\$0.75
Oral Surcharge **	\$15.00	\$15.00		
Reschedule (Written)	\$25.00	\$25.00		
Reschedule (Manual)	\$25.00	\$25.00		
Hand Score	\$15.00		\$15.00	
Duplicate Reports	\$10.00		\$10.00	

RCS

Regional Coordination Site (Contractor)

COCCC

Chancellor's Office, California Community Colleges

PV

Pearson VUE

*"No Show" candidate will pay rescheduling fee as listed

**No additional fee will be assessed for individuals who require special accommodations under the Americans with Disabilities Act.



**CCC- 1005 (Chancellor's Office, California Community Colleges)
Contractor Certification Clauses (Rev. 12/06)**

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. Statement of Compliance (Nondiscrimination)

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code, § 12990 (a-f) and Cal. Code Regs., tit. 2, § 8103.) (Not applicable to public entities.)

2. Drug-Free Workplace Requirements

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, §§ 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The person's or organization's policy of maintaining a drug-free workplace;
 3. Any available counseling, rehabilitation and employee assistance programs; and,
 4. Penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed or resulting Agreement will:
 1. Receive a copy of the company's drug-free workplace policy statement; and,
 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.



Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future state contracts or agreements if the Chancellor's Office determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Gov. Code, §§ 8350 et seq.)

3. National Labor Relations Board Certification

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contr. Code, § 10296.) (Not applicable to public entities.)

4. Contracts or Agreements for Legal Services \$50,000 or More – Pro Bono Requirement

Contractor hereby certifies that Contractor will comply with the requirements of section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of either:

- a. 30 multiplied by the number of full time attorneys in the firm's offices in the state, with the number of hours prorated on an actual day basis for any Agreement period of less than a full year; or
- b. 10% of its Agreement with the Chancellor's Office.

Failure to make a good faith effort may be cause for non-renewal of a state contract or agreement for legal services, and may be taken into account when determining the award of future contracts or agreements with the state for legal services.

5. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code sections 10286 and 10286.1, and is eligible to contract with the State of California.

6. Sweatfree Code Of Conduct

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the Chancellor's Office pursuant to the Contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that it adheres to the Sweatfree Code of Conduct as set forth



on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the Chancellor's Office, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph a.

7. Debarment, Suspension, And Other Responsibility Matters

If the Agreement for which this Certification is being executed is funded in whole or in part with federal funds, Executive Order 12549, Debarment and Suspension, and the implementing regulations set forth at 34 Code of Federal Regulations part 85, require that prospective participants in covered transactions, as defined at 34 Code of Federal Regulations part 85, sections 85.105 and 85.110, provide the certification set forth in paragraph a: or the explanation required by paragraph b. below.

- a. Contractor certifies that Contractor and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 2. Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 8(a)(2) of this certification; and
 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- b. Where Contractor is unable to certify to any of the statements in this certification, Contractor shall attach an explanation to this Certification.

8. Domestic Partners

If the amount of this Agreement equals or exceeds \$100,000 or if this Agreement, together with any other contracts Contractor may have with the Chancellor's Office, equals or exceeds \$100,000 during any fiscal year, then Contractor certifies that it will provide the same benefits to an employee with a registered domestic partner that it provides to an employee with a spouse in accordance with the provisions of Public Contract Code section 10295.3. For any Agreement not covered by these requirements, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits that have otherwise



3. Americans With Disabilities Act

Contractor assures the Chancellor's Office that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. §§ 12101 et seq.)

4. Contractor Name Change

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the Chancellor's Office will process the Amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

5. Corporate Qualifications to Do Business in California

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in Revenue & Tax Code section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. Resolution

A county, city, district, or other local public body must provide the Chancellor's Office with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. Air or Water Pollution Violation

Under the state laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. (Gov. Code, § 4477.)

8. Payee Data Record Form (Std. 204)

This form must be completed by all contractors that are not another state agency or other government entity.



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "Agreement") is entered into the 31st day of August, 2012 by and between Golden West College ("College") and ThreeForks, Inc., a Montana corporation ("ThreeForks"), in consideration of the mutual promises set forth below.

1. **Description of Services; College Obligations.** College engages ThreeForks to provide, and ThreeForks agrees to provide, the services to the College which are described in Appendix A, attached hereto and incorporated herein by this reference (the "Services") in accordance with the terms and provisions of this Agreement. College will provide the following support services for the benefit of ThreeForks: (a) data, access to systems and technical support necessary to complete the Services; and (b) access to members of College's staff as required to complete the Services. ThreeForks agrees to obtain the written approval of the College prior to commencement of any new projects or services beyond the scope of this Agreement.

2. **Term.** ThreeForks shall provide the Services commencing on or before September 15th, 2012 (the "Commencement Date") and continuing for the term as described in Appendix A. *JS*

3. **Compensation.**

a. ThreeForks shall be compensated by College at the rate set forth in Appendix A. College shall pay ThreeForks within 30 calendar days after receipt of an invoice for Services rendered and expenses.

b. Unpaid fees and disbursements accrue interest at the maximum rate permitted by state law (non-compounded), but not exceeding 1½% per month from the beginning of the month in which they became overdue. ThreeForks will give College prompt notice if its account becomes delinquent, and College agrees to bring the account current. College agrees to pay the costs of collecting the debt, including court costs, filing fees and a reasonable attorneys' fees.

4. **Independent Contractor status.** The parties acknowledge and agree that ThreeForks is an independent contractor. This Agreement shall not create the relationship of employer and employee, a partnership, or a joint venture between College and ThreeForks. College shall not control or direct the details and means by which ThreeForks performs its work, except to the extent necessary to coordinate ThreeForks' work with other contributions to collective works and with the general requirements of projects assigned to ThreeForks. ThreeForks shall determine the number of days and hours of its work and shall be solely liable for the wages, fringe benefits, work schedules, and work conditions of its partners or employees, if any.

5. **Authority.** ThreeForks shall have no authority to bind, obligate or commit College by any promise or representation without the prior written approval of College.

6. **Taxes.** ThreeForks shall be responsible for and pay all costs of conducting its business, including but not limited to, the expense and responsibility for any applicable insurance or city, county, state or federal licenses, permits, taxes or assessments of any kind. ThreeForks shall be responsible for payment of its self-employment taxes including, but not limited to, income taxes, Social Security taxes, and worker's compensation premiums.

7. **Termination of Agreement.**

a. This Agreement will automatically expire upon conclusion of its term, unless extended by mutual agreement. Additionally, notwithstanding the term stated in Section 2, this Agreement may be terminated by either party, with or without cause, at any time before its expiration, by either party giving the other 30 calendar days written notice.

b. On termination of this Agreement by College, ThreeForks will return College's papers and property promptly upon receipt of payment for outstanding fees and costs. College's termination of ThreeForks' services will not affect College's responsibility for payment of Services rendered and out-of-pocket expenses incurred before termination and in connection with an orderly transition of the Services to another service provider.

8. **Confidentiality.** In consideration of its engagement with College and of the compensation paid to ThreeForks, ThreeForks agrees to the following conditions relating specifically to College's Confidential Information (as defined below):

a. Confidential Information includes, but is not limited to, all proprietary information of College such as: trade secrets; designs; drawings; specifications; computer programs; support materials; information regarding College's students, business operations and plans; or other records concerning College's finances, contracts, services or personnel.

b. ThreeForks shall respect the confidences of College and shall not at any time, during or after its relationship with College, directly or indirectly, divulge or disclose for any purpose or use for its own benefit any Confidential Information that has been obtained as a result of the relationship with College.

c. ThreeForks shall take such steps as may be reasonably necessary to prevent disclosure of Confidential Information to others and shall not disclose Confidential Information to others without the prior written consent of College. ThreeForks agrees that Confidential Information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such Confidential Information.

d. This Agreement not to disclose Confidential Information will continue to apply after termination of this Agreement, and until such time as the Confidential Information becomes public knowledge through no fault of its own. ThreeForks will report to College any and all unauthorized disclosures or uses of Confidential Information.

e. The following information of College shall not be considered Confidential information for purposes of this Agreement: (1) information known by ThreeForks when

received; or (2) information lawfully obtainable from other sources.

9. **Purchase of Third Party Elements; Compliance with Licenses.** "Third Party Elements" means any hardware, software or services, other than the Services to be provided by ThreeForks under this Agreement, that are related to, required for or the subject of the Services to be completed by ThreeForks under this Agreement. College shall be responsible for procuring and purchasing any Third Party Elements. College represents and warrants to ThreeForks that College has (or shall have prior to the commencement of the Services) obtained the necessary licenses, consents, or approvals from third parties necessary for College's ownership and use of Third Party Elements and the performance of the Services by ThreeForks (collectively, the "College's Licenses"). College acknowledges and agrees that it is responsible for complying with the terms of College's Licenses and making sure the Services do not violate the College's Licenses or otherwise violate the rights of thirds parties.

10. **No Warranties.** THREEFORKS MAKES NO WARRANTIES RELATING TO THIRD PARTY ELEMENTS INCLUDED WITH THE SERVICES. THREEFORKS DISCLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, NONINFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE RELATING TO THE SERVICES OR SUCH THIRD PARTY ELEMENTS.

11. **Limitation of Liability.** THREEFORK'S LIABILITY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PROVIDED BY THREEFORKS SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 (ONE MILLION DOLLARS) THREEFORKS' TOTAL LIABILITY ARISING OUT OF, OR IN CONNECTION WITH, ANY EVENT OR SERIES OF CONNECTED EVENTS OCCURRING IN CONNECTION WITH THE SERVICES OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF \$1,000,000 (ONE MILLION DOLLARS).

12. **Indemnification by ThreeForks.** Subject to Section 11, ThreeForks agrees to defend, indemnify and hold harmless College, its Board of Trustees, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of ThreeForks' negligence in the performance of this Agreement.

13. **Indemnification by College.** College agrees to defend, indemnify and hold harmless ThreeForks, its directors, officers, employees and agents from any and all liability or loss suffered by them (including without limitation reasonable attorneys' fees) arising in any way out of (a) College's failure to obtain or comply with the College's Licenses or (b) claims against ThreeForks by the owners of Third Party Elements in connection with ThreeForks' performance of the Services.

14. **Entire Agreement.** This document contains the entire agreement of the parties regarding the subject matter described herein, and all other promises, representations, understandings, arrangements and prior agreements related thereto are merged herein and

superseded hereby. The provisions of this Agreement may not be amended, except by an agreement in writing signed by the party against whom enforcement of any amendment is sought.

15. **Notices.** Except as otherwise provided in the Agreement, all notices or other communications hereunder shall be in writing and delivered to the addresses below the signatures to this Agreement. Such addresses may be changed by notice given by such party to the other pursuant to this Section or by other form of notice agreed to by the parties.

16. **Severability.** If any provision of this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision of this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

17. **Attorney's Fees.** In the event an action is brought to enforce any provision of or declare a breach of this Agreement, the prevailing party shall be entitled to recover, in addition to any other amounts awarded, reasonable legal costs including attorney's fees incurred thereby.

18. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

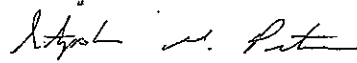
19. **Survival.** The representations, warranties covenants and agreements of the parties to this Agreement shall survive terminate of this Agreement.

20. **Third Party Servicer Disclaimer.** Golden West College acknowledges that ThreeForks, Inc is not, and shall not be deemed to be, a "third-party servicer" as that term is defined under 34 C.F.R. 668.25. None of the services provided by ThreeForks, Inc for College under this agreement shall be deemed to be administration of any aspect of the College's Federally Funded financial aid program. ThreeForks, Inc does not nor agree to be liable for, and hereby disclaims all liability for, any liability which College might have to the United States government, or any agency to the United States government under any Federally Funded financial aid program.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

COLLEGE:

ThreeForks, Inc.



By: _____

Printed Name: _____

Title: _____

Date: _____

Notice Address: _____

Printed Name: Stephen Peterson

Title: President

Date: August 31st, 2012

Notice Address:

ThreeForks, Inc

PO Box 182

Whitehall, MT 59759

APPENDIX A

I. **SERVICES.** ThreeForks shall provide the following services (collectively, the "Services") for PowerFAIDS Implementation and Training:

1. Review of PowerFAIDS operational procedures to construct a methodology to import the California ISIR and maintain the identify of these records independently from other records maintained by the system for all PowerFAIDS internal business processes.

II. **TERM.** The term of this Agreement shall begin on the Commencement Date and shall continue until completion of the Services, unless terminated earlier as provided herein.

III. **RATE.** College shall pay ThreeForks a fee of \$2,000.00 (\$2000.00 per day for 1_days which includes all travel related expenses)

IV. **GENERAL.** College agrees to provide ThreeForks access to the reasonable and normal general information required to successfully setup the PowerFAIDS system including institutional documentation of other systems, and business processes that will impact this project.

Carla Martinez
Orange Coast College
2701 Fairview Rd.
Costa Mesa CA 92628-5005

Dear Carla:

On behalf of Kellogg West Conference Center and Lodge, we would like to thank you for selecting our facility to host your "October 12, 2012" meeting. We are submitting the following agreement for your review and approval. Please keep in mind that the following arrangements are being held on a **tentative** basis only. Once a signed contract is returned with the deposit amount indicated on this contract your booking will be placed on a definite basis. Until such time as the signed contract and the appropriate deposit are received, Kellogg West reserves the right to continue selling this space. As of this date, Kellogg West understands your event requirements and schedule as follows:

<u>Date/Time</u>	<u>#ppl</u>	<u>Inclusions</u>
10/12/12	100	Standard Conference Room/AM-PM Refreshment Break/Lunch & Dinner

PACKAGE PRICE BASED ON ABOVE SCHEDULE IS: \$ 86.67 per person

Commuter Meeting Package also includes:

- * Standard Audio Visual Equipment (one piece of each of the following):

6'X6' Screen	Flip Chart	Podium
White Board	VCR/TV	
- * Wireless High Speed Internet Access
- * Candy Dishes in Conference Rooms
- * Parking
- * Meal Taxes and Meal Gratuities

client initials

CONFERENCING

Kellogg West's meeting space is flexible and can meet your groups special requirements. You and your attendees will enjoy outstanding service and be assured of a worry-free event. Our Conference Services Department will work very closely with you to coordinate your meeting requirements. **Kellogg West agrees that we will provide you with the appropriate amount of space required for your event, however, we are not able to guarantee a specific location and/or room.**

Breakout rooms are available at an additional daily charge. Depending on the size of the room actually utilized, a fee will be assigned by our Conference Services Department at the time your meeting is detailed. Rates range from \$250.00 to \$1000.00, per room, per day.

One piece of each of the indicated audio visual is included in the cost of your package. Additional audio visual equipment is available and will be charged based on a per item basis. Power Point projectors are available at a rate of \$100.00 per half day (four hours or less) and \$200.00 for a full day.

We require minimum guarantees for all conferencing functions 30 days prior to the scheduled start date of the event. If no guarantee is given, we will consider the number of attendees originally contracted for to be the final guarantee, and charge accordingly for same. Once we have your guarantee, the figure is subject to lost business assessments listed within this agreement.

FOOD AND BEVERAGE

No outside food and/or beverage is permitted onto the property.

Requests for socials or receptions with bar service will gladly be accommodated. We require a \$50.00 bar set-up fee. If the bar sales or prepaid guarantee meets or exceeds \$350.00, the \$50.00 set-up fee will be waived.

Private dining areas for your group are available at an additional charge of \$150.00 per room, per day, per meal.

In order to continually provide the look of a well stocked break station we keep more items than the projected client consumption on our break stations. If all product is removed by client upon completion of meeting, client will be subject to additional charges.

SHUTTLE TRANSPORTATION

Complimentary airport shuttle service is available to and from Ontario International Airport with 48 hour advance reservations for guests that are lodging and is based on availability. Additional shuttle services are available at a fee of \$50.00 per hour, with a two hour minimum. All shuttle arrangements must be made by contacting our Front Desk at 909-869-2222 or in-house by dialing extension 2222.

PARKING

Parking is included in the Complete Meeting Package, however, parking passes are required. They are provided by our Conference Services Department via US Mail, prior to your group's arrival and must be displayed from the rear view mirror of all guest vehicles. University Police/Parking do patrol all parking lots and will issue citations for vehicles not displaying parking passes with valid issue dates. Unfortunately, once a citation is issued, Kellogg West is unable to reverse the citation.

CANCELLATION / LOST BUSINESS ASSESSMENT

Cancellations and decreases in occupancy will be assessed as follows:

30 days or more	\$750.00 Non-Refundable Administrative Processing Fee
15-29 days	An assessment of 50% of the lost revenue
8-14 days	An assessment of 75% of the lost revenue
7 days or less	An assessment of 100% of the lost revenue

For Lost Business Assessments incurred due to event cancellations, the option exists for those fees to be applied to a future booking, providing the future event is booked within 60 days of the date of cancellation and the event is held within the same fiscal year (July 1- June 30). This re-booking option is limited to two cancellations/re-bookings. Lost Business Assessments also apply to breakout space.

PAYMENT OPTIONS

Final payments on the estimated total amount owed are due no later than 30 days after day of event. In the event that full payment is not received by this date, Kellogg West reserves the right to cancel the event and all deposits are non refundable. Any charges incurred while on site are due 10 days after the date of the invoice. A 1.5% per month late fee may be imposed to all past due account balances (18% per annum). **NOTE:** The method of payment at the time of signing the contract may not be changed at a later date.

Please indicate your method of deposit and final payment by checking the appropriate lines below.

CHECK *Please check* **Deposit** _____ **Final Payment** _____

1. Checks should be made payable to Cal Poly Pomona Foundation, Inc.
2. Payment in full of the estimated total is due fourteen (14) calendar days prior to the event.

PURCHASE ORDER *Please check* **Deposit** _____ **Final Payment** _____

1. Purchase Orders should be made payable to Cal Poly Pomona Foundation, Inc.
2. Deposit will be billed against your purchase order.
3. A written purchase order, which covers only the approximate balance of your conference, will be due on your deposit due date specified in this document. Kellogg West reserves the right to bill any additional charges to your purchase order for incremental attendees and/or services provided.

*A Purchase Order Request is not considered to be a valid purchase order. Kellogg West must have a photocopy of the original purchase order returned with the signed contract in order to place the event on a definite basis.

CREDIT CARD: *Please check* **Deposit** _____ **Final Payment** _____

VISA **MC** **AMEX** **OTHER** _____

Cardholder's Name _____

Billing Address _____

Card Number _____ Code# _____ Exp.Date _____

**** (Visa or mastercard cardholders must include the code number (last three digits on the back of the card). This helps to prevent fraud or chargebacks) * Credit card information is required by the deposit due date specified in this document.**

client initials

(page three)

CONFIRMATION

EVENT NAME: ASOCC Leadership Conference

EVENT DATE: October 12, 2012

CONFIRMATION #: 20604

ESTIMATED ATTENDANCE: 100 people

MEETING PACKAGE RATE: \$86.67 Commuter Rate & Dinner

BREAKOUT ROOMS: \$0.00 no breakout rooms requested at this time.

ESTIMATED TOTAL: \$8,666.63

ESTIMATED TOTAL IS BASED ON 100 **Commuters**

DEPOSIT AMOUNT: \$2,166.66

ESTIMATED BALANCE DUE: \$6,499.97

CONTRACT RETURN DATE WITH DEPOSIT: June 28, 2012

client initials
(page four)

INDEMNIFICATION

Client/Organization agrees to defend, save harmless, and indemnify Kellogg West, the Cal Poly Pomona Foundation Incorporated (Foundation), the State of California, the Trustees of California State University, California State Polytechnic University, Pomona (University), and any and all officers, agents, and employees from and against any and all liabilities, obligations, claims, damages, suits, costs, and expenses (including without limitation, attorneys' fees and costs) (herein referred to as Damages") incurred in connection with the Event if any such "Damages" arise out of any acts and/or omissions committed by the Client/Organization and/or any of the Client/Organization's employees, agents, attendees, and/or contractors, vendors, or suppliers unless it is proven to be caused by negligence of the University and the Foundation.

Kellogg West agrees to defend and save harmless and indemnify the Client/Organization and any and all officers, agents, and employees from and against any and all "Damages" incurred by the Organization in connection with the event if any such "Damages" arise out of any negligent acts or omissions committed by Kellogg West or any Kellogg West employees. Nothing contained herein, however, will constitute a waiver of any statutory limitations of liability applicable to Kellogg West.

INSURANCE

Each party agrees to carry insurance adequate to protect its own activities and business practices against claims arising out of activities conducted by it in the Kellogg West facility during the event. In addition, the Client/Organization acknowledges it is their sole responsibility to obtain insurance covering their personal property that they bring to Kellogg West.

CONCLUSION

"Our Client/Organization is financially able to meet any commitment we make with Kellogg West and we agree to pay per your terms. In the event that suit is instituted on the account, the undersigned hereby agree to pay all court costs and such additional sum as the court may deem reasonable including attorneys' fees."

This agreement addresses all of the particulars concerning your event in the body of this agreement. Please do not hesitate to contact me if something has been missed or you do not fully understand this agreement. Again, thank you for selecting Kellogg West. We look forward to working with you.

I have read, understand, and agree to the terms and conditions on pages one through five of this agreement.

Authorized Signature

Date

Print Name

Jessica Nevarez
Kellogg West Conference Center & Lodge

Date





MEMORANDUM OF UNDERSTANDING
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT
(COASTLINE COMMUNITY COLLEGE)
AND
THE NEWPORT-MESA UNIFIED SCHOOL DISTRICT
(FOR THE OPERATION OF AN EARLY COLLEGE HIGH SCHOOL)

Coast Community College District (Coastline Community College, hereinafter "Coastline") and the Newport-Mesa Unified School District (hereinafter "NMUSD") agree to the following Memorandum of Understanding regarding the operation of an Early College High School (hereinafter "ECHS") on Coastline Community College premises.

WHEREAS, the parties to this Memorandum of Understanding desire to operate an Early College High School serving grades 9-12, in accordance with the laws of the State of California, to provide unique opportunities for at risk students; including students of color, low-income students, students who are English language learners, first family members to attend college, and other high school students for whom a smooth transition into postsecondary education may be problematic:

This Early College High School (ECHS) will provide:

- High school courses required to award a high school diploma AND
- Community college courses required to towards the achievement of an A.A./A.S. degree AND/OR
- College courses required to transfer to a four-year university AND/OR
- Courses for a vocational certificate program that lead to improved prospects for employment with a family-sustaining wage.

In carrying out this agreement, Coastline and NMUSD shall not unlawfully discriminate against any student, employee, or applicant for attendance or employment because of race, color, sex, gender identity, gender expression, religion, age, national origin, ancestry, sexual orientation, marital status, medical condition, physical or mental disability, military or veteran status, or genetic information.

WHEREAS, the ECHS is intended to be a small school with an enrollment of 400 or fewer students;

WHEREAS, the ECHS will prepare high school students to pursue a successful career and educational roadmap through an integration of high school and college experiences leading

to improved academic performance and increased high school and college/university completion rates;

WHEREAS, the ECHS will be a separate entity with its own California Department of Education number, which provides for the development of a college culture on the Coastline college campus located at 2990 Mesa Verde Drive East, Costa Mesa, CA 92626, subject to possible relocation to the Coastline Community College Newport Beach Learning Center, presently under construction, during the term of this Memorandum of Understanding;

WHEREAS, the ECHS is intended to be self-sustaining, both operationally and financially, with funding for support costs provided by both NMUSD and Coastline College, based upon allocation of such costs being directly related to NMUSD and Coastline's specific functions, including all individual high school related or college related activities and courses.

WHEREAS, NMUSD agrees to provide effective notice to students, parents, employees and the general public that all educational programs are available without regard to race, color, religion, national origin, sex, sexual preference, disability, or genetic information. Further, the ECHS shall provide non-discrimination notice in all newsletters, annual reports, administrative reports, program information, handbooks, application forms and all promotional materials disseminated.

NOW, THEREFORE, NMUSD and Coastline each agree to the following terms in this Memorandum of Understanding:

1. TERM OF AGREEMENT

The term of this agreement shall be from July 1, 2012 to December 31, 2012.

2. GOVERNANCE

Coastline agrees to provide a management-level liaison that will participate in all meetings of the ECHS Task Force and the community-based advisory committee, and on other appropriate sub-committees. This liaison will submit regular progress reports to the President of Coastline Community College and the Coast Community College District Board of Trustees.

NMUSD agrees to provide a Principal and other appropriate administrative and support staff to participate in meetings of the ECHS Task Force and the community-based advisory committee; serve on sub-committees; and, in general, to fulfill the administrative tasks with support roles required to operate the high school. It is understood that the Principal will be the lead administrative officer of the school and will report to the NMUSD Assistant Superintendent for Secondary Education.

The selection of the Principal will be conducted through the standard NMUSD selection process with appropriate input from the Coastline liaison. The NMUSD Superintendent will make the final decision.

3. STUDENT SUPPORT SERVICES

A. Counseling:

Coastline agrees to provide up to \$15,000 of counseling services, through the assignment of a counselor or counselors, to provide educational counseling to ECHS students. NMUSD shall supply sufficient counseling staff to work with the assigned Coastline Counselors necessary to support the development of an educational plan for each ECHS student consistent with A.A./A.S. degree and transfer requirements for California State Institutions of Higher learning.

B. Enrollment Services:

Coastline agrees to provide appropriate information, procedures, and staff support to enable ECHS students to access assessment testing and to complete electronic registration forms for streamlined enrollment in college courses.

Coastline agrees to provide an official transcript of college courses to ECHS students through the tool "MYCCC".

NMUSD agrees to provide appropriate staff and materials to enable Early College High School students to enroll in high school classes.

NMUSD agrees to provide high school transcripts and credits for high school courses completed by ECHS students.

C. 5TH Year Transition Plan

Coastline and NMUSD agree to jointly develop a transition plan specifically tailored for 5th year students, focused on completion of an associate degree or vocational program at Coastline Community College. This plan will include orientation and training for accessing available student services, including counseling, financial aid, scholarship applications, leadership, and other services offered by Coastline Community College.

D. Financial Aid Programs

Coastline agrees to conduct an assessment with each ECHS 5th year student to determine their eligibility for financial aid opportunities, including loans, grants, and scholarships, and Extended Outreach Programs and Services (EOPS).

Upon Coastline's receipt of ECHS 5th year student financial aid applications, Coastline will determine each 5th year student's financial aid eligibility.

4. COURSE COMPLIANCE/COURSE OFFERINGS

Coastline agrees to provide faculty for college level courses to ensure that expected college level student learning outcomes are understood and assessed.

NMUSD agrees to provide qualified, credentialed instructors to ensure that high school course goals and standards are understood and accomplished.

Coastline will provide NMUSD with a list of college courses and registration periods to be offered in the ECHS program for each semester as soon as this information becomes available to Coastline. Upon Coastline providing NMUSD with the list of courses for the upcoming semester, NMUSD agrees to diligently promote ECHS student online registration for such Coastline courses during the registration period indicated by Coastline.

5. INSTRUCTORS

Coastline agrees to provide instructors who meet the college's academic standards for the appropriate Minimum Requirements for faculty as established by the State Chancellor's Office.

NMUSD agrees to provide the necessary number of credential instructors who meet NMUSD's required standards for educational training and experience.

6. FACILITIES

Through December 2012, Coastline agrees to cover the facility rental costs for facilities required to provide required instruction to properly accommodate and support an ECHS program for college level coursework.

NMUSD agrees to provide all required instructional and non-instructional facilities and equipment to properly accommodate and support an ECHS program for grades 9-12 education.

7. TUITION AND COSTS

Coastline agrees to waive enrollment fees for college courses for all resident 9th through 12th grade students attending the ECHS until the student graduates from the ECHS high school, as allowed by state law. All 9th through 12th grade students will be required to pay health fees, college service charge (optional with waiver form completed) and material fees (if applicable). All non-resident students shall be required to pay non-resident tuition fees, in addition to the fees listed above for the resident 9th through 12th grade during any term of their enrollment.

Effective July 1, 2012, all ECHS 5th year students, whether resident or non-resident students, shall be required to pay all applicable enrollment, non-resident tuition, health, college service fee (optional with waiver form completed), and material fees required for each semester they are enrolled at Coastline.

NMUSD agrees to raise external funds to cover necessary instructional expenses for ECHS students.

NMUSD agrees to cover expenses related to field trips critical to high school classes.

8. BOOKS AND SUPPLEMENTAL MATERIALS

Coastline agrees to cover the costs of college rental textbooks to help NMUSD (ECHS) 9th through 12th grade students enrolled in Coastline Community College courses. Students who lose or otherwise do not return the rental textbooks shall be responsible to reimburse the college bookstore for the replacement cost of same. Coastline shall withhold student records until the student satisfies all rental textbook obligations.

5th year ECHS students attending Coastline Community College are solely responsible for purchasing required textbooks. These 5th year students may utilize available resources, including financial aid, EOPS, scholarships, or grants, to assist them in purchasing their textbooks.

NMUSD agrees to provide free of charge required high school level textbooks and other high school instructional materials for the ECHS students.

9. INSTRUCTIONAL CALENDAR

Coastline agrees to work with NMUSD to provide an instructional calendar which accommodates the ECHS program and the needs of the ECHS students.

NMUSD agrees to provide Coastline with an instructional calendar which properly accommodates the ECHS program and the needs of the students prior to Coastline's normal registration period, so as to allow ECHS students the opportunity to register for College classes online.

10. STUDENT CONDUCT

Coastline agrees to provide NMUSD (ECHS) students with links to the Coast Community College District's Student Codes of Conduct and other policies and regulations, and to work collaboratively with NMUSD (ECHS) administration and staff to uphold the Coast Community College District's Student Codes of Conduct and Disciplinary Procedures (BP 3902).

NMUSD agrees to provide ECHS students with NMUSD's regulations regarding facilities and equipment usage and codes of conduct.

Coastline agrees to provide a reasonably safe environment for ECHS students and staff and notify NMUSD of any accident involving ECHS students.

NMUSD agrees to provide a reasonably safe environment and notification to the ECHS students' parents of any accident or illness.

11. EVALUATION

Coastline agrees to participate in NMUSD (ECHS) evaluation activities, including the Early College High School Student Information System.

NMUSD agrees to participate in NMUSD (ECHS) evaluation activities, including the Early College High School Student Information System, with appropriate privacy protections and assurances to its students, their families and teachers as allowed by the State of California.

12. RELEASE AND HOLD HARMLESS

In consideration of the performance by each party under of the terms and conditions of this Memorandum of Understanding, each party does hereby agree to fully release and hold harmless each other's trustees, board members, officers, directors, administrators, agents, and employees from and against any and all claims, liabilities, debts, and any cause of action whatsoever which may arise from, or is related to, the services contemplated under this Memorandum of Understanding.

13. AMENDMENT, RENEWAL, TERMINATION OF AGREEMENT:

This Memorandum of Understanding may be amended by mutual written agreement of both parties, subject to the approval of their respective governing boards. Coastline and NMUSD each reserve the right to terminate this Memorandum of Understanding, subject to no less than 180 days prior written notice being served on the other party so as to lessen the impact on the students enrolled in the ECHS.

IN WITNESS THEREOF, the parties hereto have duly approved this Memorandum of Understanding, as evidenced by their respective authorized signatures set forth below.

COAST COMMUNITY COLLEGE DISTRICT

NEWPORT-MESA UNIFIED SCHOOL DISTRICT

Jim Moreno
President, Board of Trustees

Fredrick Navarro, Ed.D.
Superintendent

Date: _____

Date: _____

Resolution # 12-33

A Resolution of the Board of Trustees of the Coast Community College District To Amend An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-2167)

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed amendment entitled Amendment 01 - Local Agreement for Child Development Services, for Fiscal Year 2012-2013, Child Development Services, Child Development Programs and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Andrew C. Jones, Ed.D., Chancellor; Daniela Thompson, Administrative Director of Fiscal Affairs; or W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

I, Julie Frazier-Mathews, Secretary of the Board of Trustees of Coast Community College District, hereby certify that on September 19, 2012 this Resolution was adopted by the Board by a vote of _____.

Ayes:

Noes:

Absent:

Abstain:

Julie Frazier-Mathews, Interim Secretary of the Board of Trustees



Resolution # 12-34

A Resolution of the Board of Trustees of the Coast Community College District To Amend An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-2325)

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed amendment entitled Amendment 01 - Local Agreement for Child Development Services for Fiscal Year 2012-2013, Child Development Services, Child Development Programs and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Andrew C. Jones, Ed.D., Chancellor; Daniela Thompson, Administrative Director of Fiscal Affairs; or W. Andrew Dunn, Vice Chancellor of Finance and Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

I, Julie Frazier-Mathews, Secretary of the Board of Trustees of Coast Community College District, hereby certify that on September 19, 2012 this Resolution was adopted by the Board by a vote of _____.

Ayes:

Noes:

Absent:

Abstain:

Julie Frazier-Mathews, Secretary of the Board of Trustees



RESOLUTION #12-35
A Resolution of the Board of Trustees of the
Coast Community College District
for Authorization of Signatures

WHEREAS, that Daniela Thompson, Administrative Director, Fiscal Affairs, replaces Kimberly R. Allen, former Administrative Director, Fiscal Affairs, and be authorized to sign (or use facsimile signatures) payroll notices of employment/changes of status (NOE/CS), time sheets warrant signatures, and other documents as authorized by the Board of Trustees; and

WHEREAS, that Andrew C. Jones, Ed.D., Chancellor, and Andrew Dunn, Vice Chancellor of Administrative Services, be authorized to sign (or use facsimile signatures) payroll notices of employment/changes of status (NOE/CS), time sheets warrant signatures, and other documents as authorized by the Board of Trustees; and

NOW, THEREFORE BE IT RESOLVED AND DECLARED THAT this resolution authorizing the above named individuals supersedes all previous resolutions on file with the Orange County Department of Education giving authorization for signature by the Board of Trustees of the Coast Community College District.

I, Julie Frazier-Mathews, Secretary of the Board of Trustees of Coast Community College District, hereby certify that on September 19, 2012 this Resolution was adopted by the Board by a vote of

_____.

Ayes:

Noes:

Abstain:

Absent:

Julie Frazier-Mathews, Board Secretary, Board of Trustees

AUTHORIZATION OF SIGNATURES

Coast Community College

SCHOOL DISTRICT

DATE: September 19, 2012

I, Julie Frazier-Mathews, Clerk of the governing Board of the above named School District of Orange County, California, hereby certify that the said Board at a regular/special meeting thereof, held on the 19th day of September, 2⁰¹² adopted by a majority vote of said Board, a board action/resolution that the following named persons be authorized to sign necessary documents related to Payroll, Vendor Orders for Payment, Purchase Orders, Contracts, and Travel Reimbursement Requisitions, as indicated, and that all previous authorization of signatures are rescinded. This resolution further states that the authorization is subject to the following provisions:

NAME TYPED	SPECIMEN SIGNATURE	AUTHORIZED TO SIGN				
		PAYROLL DOCUMENTS	VENDOR PAYMENT ORDERS	PURCHASE ORDERS	CONTRACTS	TRAVEL REIMBURSEMENTS
Andrew C. Jones, Ed.D.		✓				
Andrew Dunn		✓				
Daniela Thompson		✓				

Pursuant to provisions of Education Code sections 42630-34/85230-34.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2_____.

Clerk: _____