

1.01 Procedural Matters

Meeting: 08/20/2008 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

AGENDA
Coast Community College District
1370 Adams Avenue, Costa Mesa, CA 92626 - Board Room
Regular Meeting of the Board of Trustees
Date: August 20, 2008
4:00 p.m. (Closed Session) 6:30 p.m. (Business Meeting)

Procedural Matters

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment (Closed Session)

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.

5. Adopt Agenda
6. Recess to Closed Session

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

The following item(s) will be discussed in Closed Session:

- a. Conference with Legal Counsel – Anticipated Litigation (pursuant to Section 54956.9)
 - b. Public Employee Discipline/Dismissal/Release (pursuant to Section 54957)
 - c. Public Employee Performance Evaluation (pursuant to Section 54957)
Title: Chancellor
7. Reconvene Regular Meeting

Agenda Item

2.01 Reports

Meeting: 08/20/2008 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1. Report from the Chancellor
2. Report from the Officers of Student Government Organizations
3. Reports from the Academic Senate Presidents

Additional Administrative Content

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Agenda Item

3.01 CURRICULUM APPROVALS

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type:
Public Access: Yes

Agenda Item Content



Curriculum Approvals.pdf

Additional Administrative Content

Created on 07/31/2008 at 11:23 AM by Raine Hamby. Last update on 08/14/2008 by Raine Hamby.

3.01 CURRICULUM APPROVALS

1. Approval of New Courses

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

Coastline Community College

Effective Fall 2008

Electronics C101 – Introduction to Electronics with Computer Applications; 3.0 units

Offered Exclusively for Military Contract Education.

Semester length: 54 lecture semester hours; advisory: Math C010; fee: none; grading method: student option. Introduction to the history of Engineering and Technology and basic Engineering mathematics. Use of personal computers for engineering problem-solving and documentation using current software application packages. Independent computer projects required.

Electronics C102 – DC Circuit Analysis; 4.0 units

Offered Exclusively for Military Contract Education.

Semester length: 54 lecture and 18 non-lecture total semester hours; advisory: Math C010; fee: none; grading method: student option. Principles of electric circuit elements and Direct Current (DC) network calculations. Reading schematics, blueprints, and ladder diagrams. Component identification, measurement techniques, and unit conversion.

Electronics C103 – AC Circuit Analysis; 4.0 units

Offered Exclusively for Military Contract Education.

Semester length: 54 lecture and 18 non-lecture total semester hours; advisory: Electronics C101 and Math C010; fee: none; grading method: student option. Students learn to conduct an experiment using modern tools, collect data, analyze data, and write a report to professional standards. Students learn to analyze AC networks with applied scientific principles. Students develop an understanding of the function of resistors, capacitors, and inductors in a functioning circuit. Students are required to perform computer analysis using modern software tools to validate calculations and experimental results.

Electronics C104 – Digital Computer Electronics; 3.0 units

Offered Exclusively for Military Contract Education.

Semester length: 36 lecture and 18 non-lecture total semester hours; advisory: Electronics C101 and Electronics C102; fee: none; grading method: student option. This is the introductory class in micro controllers and micro computers. The student will learn how computers make decisions and execute programs using discrete logic gates. Students who complete this class will understand how the PIC, M68HD11, and Z80 controllers work.

Electronics C204 – Semiconductor Devices and Circuits; 4.0 units

Offered Exclusively for Military Contract Education.

Semester length: 54 lecture and 18 non-lecture total semester hours; advisory: Electronics C101 and Electronics C102 and Electronics C103; fee: none; grading method: student option. Characteristics and applications of discrete solid-state devices. Characteristics and biasing of Bipolar Junction Transistor (BJT) devices in CB, CE, CC amplifier configurations – load lines, input/output impedance and mid-band gain calculations. Characteristics and biasing of Field Effect Transistor (FET) devices and amplifiers, including load lines, input/output impedances, and mid-band gain calculation.

Electronics C210 – Analog Electric Circuit Analysis; 4.0 units

Offered Exclusively for Military Contract Education.

Semester length: 54 lecture and 18 non-lecture total semester hours; advisory: Math C010 and Electronics C102 and Electronics C103; fee: none; grading method: student option. RLC circuits. transfer functions

frequency response, Bode plots, passive filters, and resonance in Transformers, Motors, poly-phase systems, pulsed waveforms systems, and PWM non-sinusoidal circuits.

Electronics C230 – Advanced Digital Electronics; 3.0 units

Offered Exclusively for Military Contract Education.

Semester length: 36 lecture and 18 non-lecture total semester hours; advisory: Electronics C101 and Electronics C102 and Electronics C104; fee: none; grading method: student option. Theory and practice of fundamental and universal gates and their sum of products (SOP) and product of sum (POS) interconnections and their conversion; Simplification theories; Theory, design, and applications of MSI and LSI logic devices including adders, comparator, multiplexers; Introduction to the programmable logic devices (PLDs); Practice, design, and simulate digital logic network using simulation programs such as MultiSim (EWB) or PSPICE and Altera software for the PLDs.

Electronics C240 – Microcomputer Systems & Assembly Programming; 4.0 units

Offered Exclusively for Military Contract Education.

Semester length: 54 lecture and 18 non-lecture total semester hours; advisory: Electronics C101 and Electronics C102 and Electronics C104; fee: none; grading method: student option. This class will provide the student with a comprehensive, in-depth coverage of the M68HC11 to design real systems using this popular microcontroller. Focusing on the M68HC11, this class provides all the design and development information needed to create a microcontroller-based "product" that can solve common application problems.

Electronics C272 – Electronic Manufacturing; 3.0 units

Offered Exclusively for Military Contract Education.

Semester length: 36 lecture and 18 non-lecture total semester hours; advisory: Math C010 and Electronics C102 and Electronics C103 and Electronics C104 and Electronics C215; fee: none; grading method: student option. Manufacturing and fabrication processes associated with the electronics industry. High-reliability testing. Bonding, joining, cabling techniques. PCB artwork and manufacturing techniques.

Electronics C280 – Basic Electrical Machines; 4.0 units

Offered Exclusively for Military Contract Education.

Semester length 54 lecture and 18 non-lecture total semester hours; advisory: Electronics C101 and Electronics C102 and Electronics C204 and Electronics C210; fee: none; grading method: student option. An introductory class in how electricity is generated, distributed or stored, and converted back into motion (work).

Electronics C281 – Work Based Learning; 1.0 unit

Offered Exclusively for Military Contract Education.

Semester length: 90 total semester hours; prerequisite: Be employed or volunteer in the field of Electronics for 5 hours per 1 unit of Work Based Learning. Co-requisite: Be enrolled in a total of 7 units including Work Based Learning. Fee; none; grading method: student option. This course enhances each Work Based Learning experience participant's opportunity for success in the field of Electronics by bridging the gap between educational theory and on-the-job practices through individualized performance objectives related to the student's career or occupational goal in Electronics.

Electronics C282 – Work Based Learning; 2.0 units

Offered Exclusively for Military Contract Education.

Semester length: 180 total semester hours; prerequisite: Be employed or volunteer in the field of Electronics for 5 hours per 1 unit of Work Based Learning. Co-requisite: Be enrolled in a total of 7 units including Work Based Learning. Fee; none; grading method: student option. This course enhances each Work Based Learning experience participant's opportunity for success in the field of Electronics by bridging the gap between educational theory and on-the-job practices through individualized performance objectives related to the student's career or occupational goal in Electronics.

Electronics C283 – Work Based Learning; 3.0 units

Offered Exclusively for Military Contract Education.

Semester length: 270 total semester hours; prerequisite: Be employed or volunteer in the field of Electronics for 5 hours per 1 unit of Work Based Learning. Co-requisite: Be enrolled in a total of 7 units including Work Based Learning. Fee; none; grading method: student option. This course enhances each Work Based Learning experience participant's opportunity for success in the field of Electronics by bridging the gap between educational theory and on-the-job practices through individualized performance objectives related to the student's career or occupational goal in Electronics.

Electronics C284 – Work Based Learning: 4.0 units

Offered Exclusively for Military Contract Education.

Semester length: 360 total semester hours; prerequisite: Be employed or volunteer in the field of Electronics for 5 hours per 1 unit of Work Based Learning. Co-requisite: Be enrolled in a total of 7 units including Work Based Learning. Fee; none; grading method: student option. This course enhances each Work Based Learning experience participant's opportunity for success in the field of Electronics by bridging the gap between educational theory and on-the-job practices through individualized performance objectives related to the student's career or occupational goal in Electronics.

2. Approval of New Program/Options

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following new program/options be approved for submission to Los Angeles/Orange County Workforce Development Leaders (LOWDL) and to the State Chancellor's Office for approval as a certificate:

Coastline Community College

Effective Fall 2008

Electronics
Certificate of Achievement
Offered Exclusively for Military Contract Education

This sequence of classes is designed to give the student a solid foundation in Electronics using applied theory to solve practical applications utilizing the materials and forces of nature for the benefit of society. Students who successfully complete this sequence of classes will be able to pursue a bachelor's degree in Engineering, Engineering Technology, or be employed as a skilled productive member of an Engineering team in Industry. Areas of interest in this program include: theory and application of electric and electronic systems and components, including circuits, electro-magnetic fields, energy sources, communications devices, computers, and other components and devices powered by electricity. Design, assembly, installation, operation, maintenance, and repair of electronic equipment used in industry and manufacturing including the fabrication and assembly of related components. Design, development, testing, and maintenance of electro-mechanical and servo-mechanical devices and systems.

REQUIRED COURSES

	Units
Introduction to Electronics with Computer Applications	3.0
DC Circuit Analysis	4.0
AC Circuit Analysis	4.0
Digital Computer Electronics	3.0
Select From Program Electives Below	10.0-11.0
Total Units	24.0-25.0

PROGRAM ELECTIVES (Choose 3 Classes)

Semiconductor Devices and Circuits	ELEC C204	4.0
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Analog Electric Circuit Analysis	ELEC C210	4.0
Advanced Digital Electronics	ELEC C230	3.0
Microcomputer Systems & Assembly Programming	ELEC C240	4.0
Electronic Manufacturing	ELEC C272	3.0
Basic Electrical Machines	ELEC C280	4.0
Work-Based Learning	ELEC C281-C284	1.0-4.0

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**a. Authorization for Attendance at Meetings and/or Conferences****(1) Meetings for the Board of Trustees**

Walter G Howald, Board Member (CCCD), to attend the Meeting with State Chancellor, August 13, 2008, Sacramento, CA, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from District Conference Funds. Due to the timing of this meeting, it is respectfully requested that this trip be approved retroactively.

(2) Meetings for Faculty and Staff

Kimberly R Allen, Admin Dir Fisci Affr (CCCD), to attend the 2008 California Community College Banner Users' Group (3CBG) Conference, October 6-8, 2008, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$275, including a registration fee of \$225, to be paid from Mgmt Conf funds.

Carmen V Avila, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference Funds. The reason for this revision is new board date.

Ted A Boehler, Dean (CCC), to attend the Conference on Information Technology, October 19-21, 2008, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$2,300, including a registration fee of \$650, travel by Air Coach, to be paid from CDMA, Ancillary funds. The reason for this revision is to add an additional source of funds and to remove the 'N' designation.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Integrated Support Command, September 17, 2008, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

Louise B Comer, Dir Of Fiscal Svcs (GWC), to attend the Assoc of Chief Business Officials Institute, Sept. 3-5; Nov. 12-14; Feb. 11-13; April 1-3, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$3,500, including a registration fee of \$700, travel by Air Coach, rental car and insurance, to be paid from Auxiliary funds, CDMA Professional Development funds.

Ding-Jo H Currie, President (CCC), to attend the Two Consecutive Trips: North Lindsey College Visit and Speaking at the Council of Europe's Global Forum, September 24-October 5, 2008, North Lincolnshire, England and Strasbourg, France, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency. Purpose of

Trip: Visit partner college (North Lindsey College) in England and speak at the Council of Europe's Global Forum in Strasbourg, France.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the Conference on Information Technology, October 18-22, 2008, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, rental car and insurance, to be paid from CDMA, Ancillary Marketing funds.

Adriana Das, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Ruth E Dills, Instructor (CCC), to attend the California State University, San Diego Region High School and Community College Counselor Conference, September 25-26, 2008, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$65, to be paid from Matriculating Counseling, Extended Opportunity Programs and Services funds. Lodging required due to early morning meetings.

Laurel E Francis, Dir Of Personnl Svcs (OCC), to attend the Association of Chief Human Resource Officer/Equal Opportunity Employment Officers, October 21 - 24, 2008, Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$150, travel by Air Coach, to be paid from Diversity funds.

Juani Funez-Gonzalez, Instructor (OCC), to attend the Building an Asia Pacific Community: Unity in Diversity, November 8 - 16, 2008, Bali, Indonesia without loss of salary, with reimbursement for allowable expenses of \$1,600, including a registration fee of \$200, travel by Air Coach, to be paid from Academic Senate Danziger Award funds.

Joycelyn M Groot, Dir Cont Dev & Oper (CCC), to attend The National Guard Association of the United States General Conference, September 18-22, 2008, Baltimore, MD, without loss of salary, with reimbursement for allowable expenses of \$2,500, including a registration fee of \$125, travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

Franca Hamber, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Elaine K Hill, Telecourse Mrktng Co (CCC), to attend the Conference on Information Technology, October 19-21, 2008, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$2,300, including travel by Air Coach, to be paid from ISD Ancillary Marketing funds.

Jacqueline Hils-Williams, Instructor/Coord (GWC), to attend the Evidence Based Practice in Nursing Education Meeting, October 5-9, 2008, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$250, travel by Air Coach, to be paid from Grant funds.

Miriam E Houssels, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Danny C Jones, Administrative Dean (CCC), to attend the Conference on Information Technology, October 18-22, 2008, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$2,500, including travel by Air Coach, rental car and insurance, to be paid from ISD Ancillary Administration funds.

William F Kerwin, Risk Serv Manager (CCCD), to attend the Public Contracts and Procurement Regulations in California, October 16, 2008, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$475, including a registration fee of \$339, to be paid from Risk Services Management Conference funds.

Maria Kreger, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, including rental car and insurance, to be paid from CCA Conference funds. The reason for this revision is new board date.

Giselle Lloyd, Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Anthony Maciel, Dir Tech Supprt Svc (GWC), to attend the Assoc of Chief Business Officials Institute, Sacramento, CA, September 4-5; November 13-14, 2008; February 12-13, and April 2-3, 2009, with reimbursement for allowable expenses of \$3,200 including travel by air and a \$700 registration fee to be paid from CDMA and auxiliary funds. (Reimbursement less than second participant due to fewer nights' lodging).

Shawn A Mann, Mgr Mil Prg Outreach (CCC), to attend the Coast Guard Education Fair and Course Demonstration, September 9-12, 2008, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$2,300, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds This registration is included with booth space.

Edward A McKenney, Dean Mil/Cont Ed Pro (CCC), to attend the Council of College and Military Educators Conference, January 24-30, 2009, Honolulu, HI, without loss of salary, with reimbursement for allowable expenses of \$3,200, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary funds.

Adrienne S Merlo, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Flory T Mora, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Melissa M Moser, Dir Financial Aid (OCC), to attend the Research Committee - National Association of Student Financial Aid Administrators, September 25 - 28, 2008, Washington, DC, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

Emily S Reyes, Telecourse Mrktng Co (CCC), to attend the Conference on Information Technology, October 19-21, 2008, Salt Lake City, UT, without loss of salary, with reimbursement for allowable expenses of \$2,300, including travel by Air Coach, to be paid from ISD Ancillary Marketing funds.

Mariam M Saada, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Patricia M Scarfone, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Christine Sta Ana, EEO/Recruitment Coordinator (OCC), to attend the Association of Chief Human Resource Officer/Equal Opportunity Employment Officers, October 21 - 24, 2008, Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$75, travel by Air Coach, to be paid from Diversity funds.

Patricia Villegas Bonno, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Laura C Walls, Hourly Instructor (OCC), to attend the World Languages Department Annual Conference, September 5 - 6, 2008, Carlsbad, CA, without loss of salary, with reimbursement for allowable expenses of \$190, to be paid from CCA Conference funds. The reason for this revision is new board date.

Additional Administrative Content

Agenda Item

3.02.01 Authorization for Student Trips - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Debra Barrett, Instructor in Special Programs and Services for the Disabled and five instructional aides, to accompany approximately six students from Fairview Developmental Center to various community sites during the Fall 2008 Semester, as listed below. The purpose of this class is to expose Fairview residents to free- and low-cost community resources. Bus transportation will be provided by Fairview. A student roster will be on file in the Dean of Instruction for Special Programs and Services for the Disabled office prior to departure.

September 8	Huntington Beach Pier, Huntington Beach
September 15	The Block at Orange, Orange
September 22	Heisler Park, Laguna Beach
September 29	Irvine Spectrum, Irvine
October 6	Mile Square Park, Fountain Valley
October 20	Centennial Farm – Orange County Fairgrounds, Costa Mesa
October 27	South Coast Plaza, Costa Mesa
November 3	Orange County Great Park, Irvine
November 17	Fashion Island, Newport Beach
November 24	Santa Ana Zoo, Santa Ana
December 1	Central Library, Newport Beach
December 8	Downtown Disney, Anaheim
January 5	Fountain Bowl, Fountain Valley
January 12	Mason Regional Park, Irvine

Lynn Goodin, Instructor/Art to accompany approximately 40 students (Ticket Number 81083) to the Museum of Contemporary Art in Los Angeles on September 19, 2008. Students will use District transportation. Guest participants may attend and will be required to sign the CCCD Voluntary Activities Participation Form. The waiver forms and attendance list will be on file in the Dean of Instruction's office at the Costa Mesa Center prior to departure.

Additional Administrative Content

Agenda Item

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type:
Public Access: Yes

Agenda Item Content

Margot Bowlby, Model United Nations Advisor, and 15 students to attend the American West Model United Nations Conference, Las Vegas, NV., November 22-25, 2008, with reimbursement for allowable expenses of \$8,500 including a \$100 registration fee per person to be paid from ASGWC funds. Travel by District transportation. The list of students will be on file in the Student Activities Office prior to departure.

Margot Bowlby, Model United Nations Advisor, and 12 students to attend the National Model United Nations Conference, New York City, April 5-9 or April 7-11, 2009, with reimbursement for allowable expenses of \$17,000 including travel by air and a \$150 registration fee per person to be paid from ASGWC funds. The list of students will be on file in the Student Activities Office prior to departure.

Additional Administrative Content

Created on 07/15/2008 at 04:43 PM by Dolores Harper. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Orange Coast College Honors Program to send up to three students to the 2008 National Collegiate Honors Council Conference in San Antonio, Texas, October 22 -26, 2008. Expenses for conference registration, airfare, hotel, meals, ground transportation, and other allowable expenses NTE 6,000.00 to be paid from ASOCC funds. An advisor will accompany the students.

Orange Coast College Honors Program to send up to twenty students to the 2009 Honors Transfer Council of California Student Research Conference, February 28, 2009, at UC Irvine. Expenses for conference registration and reimbursement for parking NTE \$1000 to be paid from ASOCC funds. An advisor will accompany the students.

Orange Coast College Honors Program to send up to four students to the 2009 Western Regional Honors Council Conference March 4-7, 2009, in Spokane, Washington. Expenses for conference registration, airfare, hotel, meals, ground transportation, and other allowable expenses NTE 6,000 to be paid from ASOCC funds. An advisor will accompany the students.

Orange Coast College student, Uriel Vasquez, to replace Ahmed Ali to serve as the Region 8 delegate to the Student Senate for the California Community Colleges (SSCCC) to attend monthly meetings in Sacramento, CA during the period August 2008, through July 2009. As per Title 5, California Code of Regulations Section 50002 and Education Code 71040, student delegates to the SSCCC will participate under the general supervision of the State Chancellor's Office with no advisor present from District. Travel and lodging expenses to be paid by the California Community Colleges System Office; all other expenses NTE \$500 to be paid from ASOCC funds.

Additional Administrative Content

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Agenda Item

3.03 GENERAL ITEMS

Meeting: 08/20/2008 Regular Meeting
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Agenda Type: Information
Public Access: Yes

Agenda Item Content

Additional Administrative Content

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Agenda Item

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Coastline Community College, Special Programs and Services for the Disabled, to host a fundraising Walk for Brain Injury Awareness and Prevention for the Acquired Brain Injury Program on Saturday, March 28, 2009, at Mile Square Park in Fountain Valley. Registration will begin at 8:00 a.m.; the walk will begin at 9:00 a.m. concluding at 12:00 noon. Pre-event expenses will be paid from the Special Programs Foundation account.

Coastline Community College Classified Council to host and sponsor a Fall Scholarship Fundraiser on October 31, 2008, from 11:30 a.m. – 2:30 p.m. at College Center. Proceeds will go toward classified scholarships and activities. There is no cost to the College or District.

Additional Administrative Content

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3.03.02 Authorization for Special Projects - Golden West College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent).
Public Access: Yes

Agenda Item Content

Golden West College to hold workshops on accessibility to GWC support services for Bell Gardens High School students, August 22, 2008. Cost NTE \$300 for food and food and supplies to be paid from EOPS funds.

Golden West College Nursing Student Association Club to hold a Family Lab Night, September 20, 2008, as a student fundraiser. Cost NTE \$1,000 for food and printing to be paid from club funds.

Golden West College to hold Institute for Professional Development (IPD) Meetings and Events for the 2008-09 academic year. Cost NTE \$1,000 for food, supplies, and printing to be paid from IPD funds.

Golden West College to hold a New and Newly Tenured Faculty Meeting, September 5, 2008, to welcome and provide an orientation for new faculty members and to congratulate tenured faculty members. Cost NTE \$500 for food and supplies to be paid from General and Trust Account funds.

Golden West College to celebrate Latino Heritage Month, September-October 2008. Cost NTE \$500 for food, a speaker, and purchase of films to be paid from ASGWC funds.

Golden West College to hold a Night at the Races, October 17, 2008, at the Los Alamitos Race Track as a scholarship fundraiser for faculty and staff. Cost NTE \$500 for facility rental, supplies, and printing to be paid from Foundation funds.

Golden West College to celebrate Native American Heritage Month, November, 2008. Cost NTE \$700 for a band performance and purchase of films to be paid from ASGWC funds.

Golden West College to hold a High School Counselor Breakfast, December 2, 2008, for area high school and GWC counselors. Cost NTE \$3,000 for food, supplies, and printing to be paid from ASGWC funds.

Golden West College Regional Health Occupations Resource Center (RHORC) to hold Creative Teaching Strategies Workshops, January 20-22, 2009, in Irvine and San Bernardino, for Allied Health and Nursing faculty. Cost NTE \$22,000 for food, supplies, and facility rental to be paid from RHORC Trust funds.

Golden West College Regional Health Occupations Resource Center (RHORC) to hold the 13th Annual Health Occupations Educator Institute, April 20-22, 2009, in Santa Ana to provide education for faculty in health occupations programs and facilities. Cost NTE \$25,000 for food, supplies, and printing to be paid from RHORC Trust funds.

3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

Orange Coast College Student Government to host and facilitate a variety of weekly events on campus to showcase, publicize, and celebrate the college's broad range of activities and programs during the period August 18, 2008, through May 31, 2009. Events to be supervised by ASOCC advisors or other OCC administration designees. Expenses NTE \$500 per activity to be paid from ASOCC funds.

Orange Coast College Associated Students to sponsor a Constitution Day Celebration in September 2008, on the OCC campus. Expenses NTE \$700 to be paid from ASOCC funds.

Orange Coast College to hold the annual Honors Night in the Robert B. Moore Theatre, on May 13, 2009. Informal dining to be held in the OCC Quad and Student Center prior to the ceremony. Total attendance estimated at 1100. All expenses to be paid from ASOCC funds.

Orange Coast College and Orange Coast College Associated Students to sponsor a variety of vendors at the Orange Coast College Commencement, in May, 2009. Types of vendors that may be utilized include: Commencement Flowers and Chappell photographers. All necessary contracts and/or insurance forms will be on file with the appropriate offices. It is further requested that the campus Vice President of Administrative Services be authorized to sign these agreements. Any up-front supplies and costs to be paid by ASOCC funds, and all monies earned from the activity will be deposited into ASOCC and scholarship accounts. An advisor will be present at all times.

Orange Coast College Dean of Students, ASOCC, and Phi Theta Kappa to sponsor a variety of peer mentoring activities and events, including but not limited to recruitment of mentors and mentees, training, workshops, guest speakers, and social activities with food. All expenses to be paid from Title III Grant funds. An advisor will be present at all times.

Orange Coast College ASOCC InterClub Council to hold a Club Rush on September 9, 2008, and February 10, 2009. Expenses NTE \$1,300 to be paid from ASOCC funds. An advisor will be present at all times.

Orange Coast College Associated Students and all officially registered Orange Coast College clubs in good standing to sponsor a variety of activities and entertainment, including but not limited to community service, musicians, comedians, speakers, bake sales, fundraisers, drives and demonstrations throughout the 2008-2009 fiscal year. Performances and activities will take place at pre-approved locations throughout the OCC campus. The Dean of Students and the InterClub Council will approve all special events. The sponsoring program will pay all expenses, and an advisor will be present at all times.

Orange Coast College Associated Students to sponsor a variety of vendors at Orange Coast College to provide fundraising opportunities for the ASOCC throughout the 2008-2009 fiscal year. The types of vendors that may be utilized during the year include: flower sales,

photographers, disc jockeys, obstacle courses, and interactive games. All necessary contracts and/or insurance forms will be on file with the appropriate offices. All up-front supplies and costs to be paid by the ASOCC, and all monies earned from the activity will be deposited in ASOCC accounts. An advisor will be present at all times

Orange Coast College ASOCC InterClub Council to host Coast Days in October 2008, and March, 2009, in the OCC quad. Expenses NTE \$5,000 total for the two events to be paid from ASOCC funds. An advisor will be present at all times.

Orange Coast College ASOCC InterClub Council to sponsor end-of-the-semester luncheons on December 2, 2008, and May 5, 2009, in the Student Center Lounge. Expenses NTE \$4,000 total for both dates to be paid from ASOCC funds. An advisor will be present at all times.

Orange Coast College ASOCC College Life to sponsor an Angel Tree gift drive in the months of November and December, 2008, and a Children's Center Holiday Party in December, 2008. All gifts collected will go to the Children's Center and local community agencies. Expenses NTE \$700 to be paid from ASOCC funds.

Orange Coast College ASOCC InterClub Council to sponsor blood and bone marrow registration drives and monthly bloodmobiles throughout the 2008-2009 fiscal school year. Expenses NTE \$1,000 total to be paid from ASOCC funds.

Orange Coast College ASOCC College Life to co-sponsor the Special Olympics to be held on the OCC track in April 2009. Expenses NTE \$500 to be paid from ASOCC funds.

Orange Coast College ASOCC College Life to sponsor Awareness Day events throughout the fall and spring semesters. Expenses NTE \$8,000 to be paid from ASOCC funds.

Orange Coast College ASOCC College Life to sponsor Open Mic events throughout the fall and spring semesters. Expenses NTE \$1,000 to be paid from ASOCC funds.

Orange Coast College ASOCC College Life to sponsor Movie Night events throughout the fall and spring semesters. Expenses NTE \$1000 to be paid from ASOCC funds.

Orange Coast College ASOCC InterClub Council to host a Field Day event in Spring 2009. Expenses NTE \$500 to be paid from ASOCC funds.

Orange Coast College ASOCC College Life to sponsor a Graduation Rehearsal BBQ in Spring 2009. Expenses NTE \$1,000 to be paid from ASOCC funds.

Orange Coast College Honors Program to provide snacks and promotional/logo items at a variety of OCC and/or Honors Program student-centered events, meetings, and activities, throughout the 2008-2009 academic year. Expenses NTE \$3,000.00 to be paid from ASOCC funds.

Orange Coast College Honors Program to host a Recognition Reception, an annual event to recognize the academic success of those students completing all requirements of the Honors Program during the 2008-2009 academic year, on May 1, 2009, on the OCC campus. Expenses to include food and beverage for up to 200 invited students, parents, and OCC administrators, faculty and staff, invitations, catering, decorations, certificates, regalia, and gifts

NTE \$5,000 to be paid from ASOCC funds.

Orange Coast College Honors Program to purchase memento gifts for honor students, faculty, and guest speakers presenting at the Creating Scholars Speakers Series monthly events, Honors Open House, and other special events in which significant contributions or achievements are acknowledged. Total purchases NTE \$1,000.00 to be paid from ASOCC funds.

The Orange Coast College Honors Program to host up to eight (8) Creating Scholars events. Expenses, including food and beverages, NTE \$4,000.00 to be paid from ASOCC funds.

Orange Coast College Spirit of Ability Club to host the 5th annual Bill Alvarez Memorial Wheelchair Rugby Exhibition on October 11, 2008, in the OCC gymnasium. All funds raised will be equally divided between the Spirit of Ability scholarship fund and the Bill Alvarez Memorial scholarships. The event is open to the public, and all expenses will be paid by club funds and donations. OCC logo T-shirts, food, and drinks will be sold. A club advisor will be present during the event.

Orange Coast College Physical Education and Athletics Division to co-sponsor the New York Yankees Scout Baseball games and practices on the OCC baseball field on Sundays between August 31, 2008, and December 31, 2008. There will be no cost to the college. John Altobelli, head OCC baseball coach, and assistant baseball coaches Bob Flint, Dave Bowman, and Kevin Snapp, will be in charge of the events.

Orange Coast College International Center to provide refreshments during new international student orientations throughout the 2008-2009 fiscal year. Food to be provided by OCC Food Services or other approved vendors. Expenses NTE \$100 for each orientation to be paid from International Center funds.

Orange Coast College Social & Behavioral Sciences to hold division and department meetings during fall and spring, 2008, semesters. Expenses to include food NTE \$800 to be paid from ancillary funds.

Orange Coast College Foundation and the OCC Physical Education & Athletics Division to host the OCC Athletic Alumni Hall of Fame on October 4, 2008, on the OCC Fitness Complex Patio and Peterson Gym. Inductees to be determined. Invitees to include alumni, faculty, and staff of the Coast Community College District and local community members. Expenses NTE \$5,000 to be paid from Foundation funds.

Orange Coast College Foundation to host an excursion to the Griffith Park Observatory on August 21, 2008. Expenses NTE \$1,100 to be paid from Foundation funds.

Additional Administrative Content

3.03.04 Authorization to Apply for Funded Programs

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**It is recommended that Authorization be Given to Apply for the Following Funded Programs and/or Projects**

Coast Community College District has been awarded funding for the 2008-2009 California Community Colleges Chancellors Office Carl D. Perkins Career and Technical Education Act of 2006, Title 1C grant titled "**Perkins VTEA 1-C**". The purpose of the Perkins VTEA 1-C Act is to develop more fully the academic, career and technical skills of secondary students and postsecondary students who elect to enroll in CTE programs by: strengthening the academic and career and technical skills of students participating in career and technical education programs; linking career and technical education at the secondary level and career and technical education at the postsecondary level; providing students with strong experience in and understanding of all aspects of an industry; developing, improving, or expanding the use of technology in career and technical education; providing professional development programs for secondary and postsecondary teachers, faculty, administrators, and career guidance and academic counselors who are involved in integrated career and technical education programs; developing and implementing evaluations of the career and technical education programs carried out with funds under this title, including an assessment of how the needs of special populations are being met; initiating, improving, expanding, and modernizing quality career and technical education programs; providing services and activities that are of sufficient size, scope, and quality to be effective; and providing activities to prepare special populations, including single parents and displaced homemakers who are enrolled in career and technical education programs, for high skill, high wage, or high demand occupations that will lead to self-sufficiency.

It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign any related documents as appropriate.

Fiscal Impact: Coast Community College District has been awarded \$1,075,349 between July 1, 2008, to and including August 31, 2009. No matching funds required.

Additional Administrative Content

Agenda Item

3.03.05 Authorization for Disposal of Surplus

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



Surplus082008.pdf

Additional Administrative Content

Created on 07/22/2008 at 05:03 PM by CCCDPurch. Last update on 08/13/2008 by CCCDPurch.

DISTRICT

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
SAFE	9039145	TL-15	---	F

ORANGE COAST COLLEGE

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
BENCH MOUNTS (5)	---	---	---	P
PODIUM	---	---	---	P
FILE CABINET	---	ASCO	---	P
CHAIR	---	SITONIT, INC	---	P
MODEL STAND	---	---	---	P
CASH REGISTER PRINTER	9034235	4610-TI4	41-VRA32	I
CASH REGISTER	9071445	---	41-HC850	I
SERVER	9044447	---	---	I
12-PORT HUB	9017869	AT-3612TR	S02X6362G	I
HUB TIER	9045686	---	1194	I
FILE CABINET	2455	---	---	P
CASH REGISTER	---	PCR265P	282132	I
VISION TESTER	9046464	OV-7	21550	P
PRINTER	9032913	930C	MY01F1111Y	I
TABLE	---	---	---	P
CHAIR	---	---	---	P
MONITOR	9053887	M992	MY-04N736-47603-33J-BR18	I
COMPUTER	9053787	DHM	94Q6N21	I
COMPUTER	9053514	---	43518	I
COMPUTER	9025264	M4984	XA9161Z7G5N	I
PRINTER	9057161	3450	PMY033953	I

ITEM	ASSET NO. (TAG NO.)	IDENTIFICATION		CONDITION OF EQUIPMENT
		MODEL NO.	SERIAL NO.	F=FAIR P=POOR I=IRREPARABLE
SERVER WITH CABLES	---	0	100027220	I
CASH REGISTER PRINTER	9047057	4610TI4	41-BPR45	I
CASH REGISTER	9071444	---	41-HG612	I
CASH REGISTER PRINTER	9034236	4610TI4	41-VLP08	I
CASH REGISTER	9071446	---	41-KK580	I
CASH REGISTER PRINTER	9047062	4610TI4	41-BPR30	I
CASH REGISTER	9071125	---	41-HC790	I
CASH REGISTER PRINTER	9047059	4610TI4	41-BPR39	I
CASH REGISTER	9071437	---	41-DTY93	I
PANASONIC COPIER (THIS EQUIPMENT IS TO BE USED AS A TRADE IN TOWARD A XEROX COPIER/PRINTER LEASE AGREEMENT)	9039483	FP-7722	DJEKB313248	P

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**ASTRONOMY: OBSERVATIONS & THEORIES**

Oregon Community College Distance Learning (OR)

CHILD DEVELOPMENT: STEPPING STONES

HETA of Oklahoma (OK)

State Board for Community & Technical Colleges (WA)

CONCEPTS IN MARKETING

Kansas City Kansas Community College (KS)

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Casper College (WY)

Colorado Mountain College (CO)

De Anza College (CA)

Kentucky Educational Television Foundation, Inc. (KY)

Troy University Dothan Campus (AL)

University of Alaska Southeast – Ketchikan (AK)

Wichita State University (KS)

Yuba College (CA)

CYCLES OF LIFE: EXPLORING BIOLOGY

New River Community College (VA)

State Board for Community & Technical Colleges (WA)

University of Cincinnati – Raymond Walters College (OH)

DOLLARS & SENSE: PERSONAL FINANCE FOR 21ST CENTURY

Oregon Community College Distance Learning (OR)

FACES OF CULTURE – REVISED

State Board for Community & Technical Colleges (WA)

SUNY College at Brockport (NY)

HUMANITIES THROUGH THE ARTS

HETA of Oklahoma (OK)

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Colorado Mountain College (CO)

PSYCHOLOGY: THE HUMAN EXPERIENCE

State Board for Community & Technical Colleges (WA)

TRANSITIONS THROUGHOUT THE LIFE SPAN
HETA of Oklahoma (OK)
State Board for Community & Technical Colleges (WA)

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.

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Nick Salcedo. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

3.03.07 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

Westminster Chamber of Commerce – August 1, 2008 – August 1, 2009 - \$130

Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Center. Membership to be paid from One-Stop Center funds.

Oracle Academy – September 1, 2008 – August 31, 2009 - \$538.75

Continued membership in the Oracle Academy is necessary to Coastline's Computer Networking program by providing students access to curriculum, discussion boards, industry competitions and coordination with the Oracle Corporation in support of Oracle Products and Curriculum. Membership to be paid from College funds.

Fountain Valley Chamber of Commerce – June 30, 2008 – May 1, 2009 - \$240

Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Center. Membership to be paid from One-Stop Center funds.

National Council for Marketing & Public Relations (NCMPR) – October 1, 2008 – September 30, 2009 - \$350

NCMPR offers a broad range of professional growth opportunities and support services in marketing, public and media relations, community and alumni relations, publications, legislative and governmental relations, and special-events coordination. Membership to be paid from College funds.

Additional Administrative Content

Agenda Item

3.03.08 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

California Community Colleges Chief Instructional Officers – July 1, 2008 – June 30, 2009 - \$300

Membership promotes teaching and learning in California community colleges.

Community College Leadership Development Institute – July 1, 2008 – June 30, 2009 - \$2,000
Membership is designed to increase the leadership capacity of community colleges.

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Dolores Harper. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

3.03.09 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

California Community Colleges Chief Instructional Officers – 2008 – 2009 - \$300.00

This is a statewide association of chief instructional officers for the California community colleges who meet throughout the year to discuss issues affecting the California community colleges.

Honors Transfer Council of California (HTCC) – 2008 – 2009 - \$90.00

Membership will facilitate articulation with transfer institutions and provide information on crucial honors issues expanding curriculum, increasing diversity, integrating technology, and providing further academic opportunities for honors students. To be paid from ASOCC funds.

National Collegiate Honors Council – 2008 – 2009 - \$500.00

Membership will facilitate articulation with transfer institutions and provide information on crucial honors issues expanding curriculum, increasing diversity, integrating technology, and providing further academic opportunities for honors students. To be paid from ASOCC funds.

Western Regional Honors Council – 2008 – 2009 - \$50.00

Membership will facilitate articulation with transfer institutions and provide information on crucial honors issues expanding curriculum, increasing diversity, integrating technology, and providing further academic opportunities for honors students. To be paid from ASOCC funds.

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Lynnanne Minton. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

3.03.10 Authorization for Purchase of Institutional Memberships - District

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

Southern 30 Information Exchange Consortium – July 1, 2008 – June 30, 2009 - \$200.00

Membership in this organization provides the District with Human Resources information from the thirty (30) College Districts represented in the Consortium.

Additional Administrative Content

Created on 07/31/2008 at 03:28 PM by CCCDAgsvo; Last update on 08/13/2008 by Jodi Rodriguez

Agenda Item

3.03.11 Approval of Clinical Contracts - Golden West College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

After review by legal counsel, Rutan & Tucker, the College President, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum. (Non-standard agreements are attached to each Trustee's Agenda.)

NEW

Kindered Hospital of Westminster

Nonstandard Affiliation Agreement
(See Attachment 2)

Additional Administrative Content

Created on 08/04/2008 at 02:12 PM by Dolores Harper. Last update on 08/13/2008 by Jodi Rodriguez.

3.03.12 Sailing Program - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

The following non-credit classes will be offered by the Marine Programs Office during the period of August 21, 2008 – Aug 31, 2009. 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.

SPECIAL EVENT

Sailing Program to host a US SAILING POWER CRUISING INSTRUCTOR COURSE August 22-24, 2008. Students to register with US SAILING and instructors to be paid by US SAILING. Boats provided by the OCC School of Sailing & Seamanship. A fee of \$75 per participant will be charged to cover the cost of fuel. Participation and course registration fees for up to three OCC instructor candidates to be paid by the Sailing Center at no cost to the district. (F)

Additional Administrative Content

Agenda Item

3.04 PERSONNEL ITEMS

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content



Personnel.pdf

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by CCCDHR. Last update on 08/13/2008 by CCCDHR.

3.04 PERSONNEL ITEMS

1. Authorization for 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 Instructional Misc. Teaching Rate, MTH = Part Time Misc. Teaching Rate, IUM = Full Time Instructional Unit Assistant, IUH = Part Time Instructional Unit Assistant, EXM = Full Time Extra Pay, EXH = Part Time Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Per Diem, PDH = Part Time Per Diem, INM = Full Time Intersession, INH = Part Time Intersession, SMM = Full Time Summer, SMH = Part Time Summer, ACS = Academic Senate.

Coastline College:

SPECIAL ASSIGNMENTS

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Sullivan, Mary C.	07/01/2008	07/30/2008	PDH	\$33.92

Served as workshop leader to demonstrate techniques to add a variety of mixed media to watercolor paintings. NTE 49 hours.

HOLISTIC GRADING

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Kabaji, Noha	07/01/2008	06/30/2009	EXH	\$25.00
Leighton, Kenneth	07/01/2008	06/30/2009	EXH	\$25.00
Nichols, Kristen	07/01/2008	06/30/2009	EXH	\$25.00
Ozborn, Katherine	07/01/2008	06/30/2009	EXH	\$25.00
Palmer, Catherine	07/01/2008	06/30/2009	EXH	\$25.00
Rogoff, Meri	07/01/2008	06/30/2009	EXH	\$25.00
Sims, Pamela	07/01/2008	06/30/2009	EXH	\$25.00

TECHNOLOGY BROCHURE

To develop the Building Codes Technology Brochure. NTE 7 hours.

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>
Chen, Eric	07/01/2008	08/24/2008	PDH	\$33.92
Kolenik, Elliott	07/01/2008	08/24/2008	PDH	\$33.92

Golden West College:

SPECIAL ASSIGNMENTS

The following instructors will advise on laboratory and instructional techniques.

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>	<u>NTE</u>
Egan, Catherine	01/28/2008	05/25/2008	PDM	\$41.95	7 hrs
Kelly, Daria	01/28/2008	05/25/2008	PDM	\$41.95	13 hrs
Vail, Travis	01/28/2008	05/25/2008	PDM	\$41.95	28 hrs

ASSESSMENT CENTER

Reader/Evaluator for Assessment Center writing samples and portfolios.

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>	<u>NTE</u>
Barua, Dibakar	07/01/2008	08/22/2008	PDM	\$41.95	6 hrs
Osand, Keisha	07/01/2008	08/22/2008	PDM	\$41.95	12 hrs
McGrath, Marie	07/01/2008	08/22/2008	PDM	\$41.95	12 hrs

Orange Coast College:**INTERNSHIP ACADEMY**

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>	<u>HOURS</u>
Zombeck, Mark	7/01/2008	7/31/2008	EXM	\$70.00	15.0

IPC GRANT

<u>NAME</u>	<u>START DT</u>	<u>END DT</u>	<u>PAY TYP</u>	<u>PAY RATE</u>	<u>HOURS</u>
Levine, Joel	01/28/2008	05/25/2008	PDM	\$70.00	24.0

In accordance with the memorandum of Understanding between the Coast Community College District and the Coast Federation of Education (CFE) AFT Local 1911, it is recommended that the Board ratify the enrollment growth incentive pay for faculty members exceeding baseline course enrollments for the period 01/28/08 to 05/25/08. The payments are indicated as follows:

CCC

<u>Name</u>	<u>Amount</u>
Brock, Marilyn	\$1,050.00
Candelaria, Patricia	\$175.00
Cao, Thomas	\$700.00
Cisneros, Mark	\$350.00
Covert, Robert	\$350.00
Doyle, John	\$700.00
Farrington, Brenda	\$700.00
Feldon, Fred	\$383.50
Forbes, Junko	\$66.50
Freeman, William	\$350.00
Giancarlo, Jennifer	\$700.00
Johnson, Daniel	\$350.00
Lee, Lisa	\$175.00
Leighton, Kenneth	\$350.00
Mann, Claire	\$350.00
Marcus, Ted	\$1,050.00
Marks, Karen	\$350.00
Morehouse, Karen	\$700.00
Nichols, Kristen	\$350.00
Parent, Nancy	\$350.00
Patterson, Teresa	\$175.00
Rogoff, Meri	\$700.00
Sak, Kathleen	\$350.00
Sims, Pamela	\$350.00
Snetsinger, Peter	\$350.00
Tran, Dung	\$1,050.00

Tran, Son	\$350.00
Vayo, Sunshine	\$350.00
Wahba, Remon	\$350.00
Wild, Michelle	\$350.00

2. 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 2008-09 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>		<u>To Col/Step</u>	
Barton, Laurie	OCC	IV	13	V	14
Ching, Berlynn	GWC	II	07	III	08
Engle, Martha	GWC	III	08	IV	09
Marino, David	GWC	IV	07	V	08

3. Appointment of Academic Staff

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

Faculty - Special Funding

<u>NAME</u>	<u>LOC</u>	<u>TITLE</u>	<u>START DT</u>	<u>END DT</u>	<u>PLCMT</u>
Deatherage, Velvet	CCC	Counselor	07/01/08	06/30/09	II-04

Revisions to Previous Board

Faculty – Tenure Track

<u>NAME</u>	<u>LOC</u>	<u>TITLE</u>	<u>START DT</u>	<u>PLCMT</u>
Abernathy, Dean	OCC	Instructor, Architecture	08/25/08	V-07 + DOC
Anderson, Jennifer	OCC	Instructor, Art	08/25/08	IV-07
Hussian, Syed	OCC	Instructor, Mathematics	08/25/08	IV-07
Polk, Sherana	OCC	Instructor, Speech Comm	08/25/08	II-03

PART-TIME FACULTY ASSIGNMENTS - 2008

Coastline College

For the period 06/09/08-08/03/08

<u>Name</u>	<u>Wkly/Hrs</u>
Rogoff, Meri	6.750

4. Appointment of Classified Staff to Vacant Positions

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

Classified – Transfer

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>PLCMT</u>	<u>Vacancy #</u>
Area, Sheryl L.	OCC	Staff Assistant, Sr.	08/21/08	E-54-05	O-016-09

Classified – Temporary Renewals

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>PLCMT</u>
Coker, Paula L.	CCC	Foundation Office Asst*	07/01/08	06/30/09	E-42-03
Vaughan, Marie K.	CCC	ISD Staff Aide*	07/01/08	06/30/09	E-48-05

*This position may be extended, modified or eliminated based on changes from the funding source.

Revisions to Previous Board Action

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>PLCMT</u>
Vasquez, Theresa	OCC	Secretary Senior	07/28/08	06/30/09	E-45-03

5. Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff

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

Chapman, Robyn K., CCC, Reorganizational/Reassignment from Staff Aide to Staff Assistant, E-48-05 to E-52-05, Classified Unit, full time 12 mo position, effective 08/21/08.

6. Authorization for Temporary Out of Class and Special Assignments, Classified Staff

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class:

Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>PLCMT</u>
Profeta, Glen	OCC	Director Web Services	Director of Technical Support Services	07/09/08	10/09/08	G-28-07**

Revisions to Previous Board Action

Classified Contract

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>PLCMT</u>
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Sanchez, Jorge	OCC	Maintenance Skilled	Maintenance Lead	Extend end date from 6/30/08 to 9/30/08.	E-53-05
Schindler, David	OCC	Groundskeeper III	Groundskeeper Lead	Extend end date from 6/30/08 to 9/30/08.	E-50-04

Classified Contract – On Call As Needed, 7.5% Special Assignment Differential

It is recommended that authorization be given to extend the end date of the following assignments from 06/30/08 to 06/30/09

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>FTE</u>	<u>Contract Months</u>
Jimenez, Gabriel	OCC	Maintenance and Operations Lead	1.00	12
Salgado, Arturo	OCC	Custodial/Grounds/Maintenance Supervisor**	1.00	12

**This position subject to the rights, privileges and obligations of those placed on the Classified management schedule.

7. 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</u>		
Research Assistant II to Research Analyst	E-60	Title change only
Research Assistant III to Research Analyst, Sr	E-65	Title change only

8. Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Chae, Linda	CCC	Career Education Web Specialist**	1.00 FTE	.500 FTE	07/01/08	08/31/08

** This position may be extended, modified or eliminated based on changes to the funding source.

9. Appointment of Special Category, Hourly Staff

A. 160 Day Employees

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 100+ are General Fund; all others are Categorical 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>
Collins, Renee	CCC	08/25/08	06/30/09	124002-856201	M,T,W,TH,F
Rastgari, Arta	CCC	08/21/08	06/30/09	124077-851254	M,T,W,TH,F

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>
Lee, Jason	OCC	08/25/08	06/30/09	812001-262702	M,T,W,TH,F
	OCC	08/25/08	06/30/09	110001-262701	M,T,W,TH,F
	OCC	08/25/08	06/30/09	120176-251008	M,T,W,TH,F
	OCC	08/25/08	06/30/09	124010-259703	M,T,W,TH,F
	OCC	08/25/08	06/30/09	124029-256049	M,T,W,TH,F
Nguyen, Huy	OCC	08/25/08	06/30/09	812001-262702	M,T,W,TH,F
	OCC	08/25/08	06/30/09	110001-262701	M,T,W,TH,F
	OCC	08/25/08	06/30/09	120176-251008	M,T,W,TH,F
	OCC	08/25/08	06/30/09	124010-259703	M,T,W,TH,F
	OCC	08/25/08	06/30/09	124029-256049	M,T,W,TH,F
Redford, Rebecca	OCC	08/21/08	06/30/09	124034-256053	M,T,W,TH,F
Scarfone, Femia	OCC	08/25/08	06/30/09	124034-256043	M,T,W,TH,F
	OCC	08/25/08	06/30/09	812001-262702	M,T,W,TH,F
	OCC	08/25/08	06/30/09	110001-262701	M,T,W,TH,F
Zavala, Rajazy	OCC	08/25/08	06/30/09	120176-251008	M,T,W,TH,F
	GWC	08/25/08	06/30/09	124006-361515	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>
Mohiuddin, Kazi	GWC	09/08/08	06/30/09	110001-347151	M,T,W,TH,F
Nguyen, My-Hanh	OCC	08/25/08	06/30/09	812001-201592	T,W,TH
	OCC	08/25/08	06/30/09	812001-201593	T,W,TH
	OCC	08/25/08	06/30/09	110001-201591	T,W,TH
	OCC	08/25/08	06/30/09	120176-251008	T,W,TH
	OCC	08/25/08	06/30/09	124028-256043	T,W,TH

B. Student Employees

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

Golden West College

Do, Kathy
 Espiritu, Delfin
 Espiritu, Isaiah
 Le, Kathy
 Macedo, Daisy
 Nguyen, Amy
 Snipes, Phillip
 Stevens, Rene
 Vong, Kinh
 Vong, Phan

Orange Coast College

Bo, Jing
 Dimas, Mario
 Gates, Ronald
 Kabbara, Tarek
 Le, Tu
 Le, Vu
 MacMillan, Neil
 Moreno, Amy
 Mosher, Kindra
 Nguyen, Khoa
 Nguyen, Minh
 Oberbeck, Adam
 Tran, Johnny

10. Authorization for Professional Experts

Johnston, Christopher, GWC, to provide consultation and repair of the two Foundation Office access databases, for the period 07/15/08 to 06/30/09, compensation to be \$1,000.00.

Agenda Item

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

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

OVER \$10,000

Campbell, Katrina to provide services in support of Coastline's Military Education Programs, August 21, 2008 – June 30, 2009, for a fee NTE \$38,000, to be paid from Contract Education funds.

Reynolds, Amity to provide services in support of Coastline's Military Education Programs, August 21, 2008 – June 30, 2009, for a fee NTE \$21,000, to be paid from Contract Education funds.

UNDER \$10,000

Woodyard, Shawn to provide research and advisement on the new World Music online course, July 1, 2008 – June 30, 2009, for a fee NTE \$6,500 to be paid from ISD Ancillary funds. (Revision is to increase dollar amount. Prior Board Approval: 6/18/08)

Riddell, Christina M. to review and make revisions to the series of online courses at \$95/lesson, review CD-ROM course lessons at \$50/lesson, and database work for CD-ROM lessons, August 21, 2008 – June 30, 2009, for a fee NTE \$7,500 to be paid from ISD Publications funds.

Moses, Yolanda to speak at the All-College Workshop on her expertise, multiculturalism, on September 5, 2008, for a fee NTE \$800 to be paid from Staff Development funds.

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Laurie Swancutt. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

3.05.02 Authorization for Independent Contractors - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

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

OVER \$10,000

Moore Energy to provide coordination for the Industry Driven Regional Collaborative (IDRC) Solar project to include coordinating training, externships, conferences, developing curriculum, working with faculty and students, and ensuring that activities for each objective are met per timelines and conditions of the grant for the period August 22, 2008, through June 30, 2009, to be paid an amount NTE \$62,461 from grant funds.

PGINet to serve as a website host and developer for the period July 17, 2008, to June 30, 2009, to be paid an amount NTE \$40,000 from grant funds to include CareerLine/Tech Prep, Tech Prep Regional Coordination Consortium, Work Based Learning Collaborative, Career Development Technical Workshops, and Career Development Statewide Advisories. Revision to Previous Board Action to add source of funding. Previous Board approval 7/16/08.

UNDER \$10,000

Bishop, Bruce to serve as a trainer for the ASOCC Student Government Parliamentary Procedures training session during August 2008, on the OCC campus to be paid \$550 from ASOCC funds.

Roberts, Jim Entertainment to provide entertainment and emcee services at the Orange Coast College 60th Anniversary Gala on September 27, 2008, to be paid an amount NTE \$4,000 from Foundation funds.

Additional Administrative Content

Agenda Item

3.05.03 Authorization for Independent Contractors - District

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

RENEWAL

Cambridge West Partnership, LLC, (DIST) for Joyce Black, member, to serve as independent contractor pursuant to the District's standard independent contractor agreement, acting in the capacity of Interim Associate Vice Chancellor of Educational Services for Coast Community College District, for a six-month period commencing on July 1, 2008 and terminating on December 31, 2008, to be paid from general funds at the rate of \$12,600 per month, NTE \$75,600.

Additional Administrative Content

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Agenda Item

3.06.01 Approval of Purchase Orders

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



PurchaseOrderDIST.pdf

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by GCCDPurch. Last update on 08/13/2008 by Jodi Rodriguez.

Purchase Orders

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0313045	Goodwill Industries of OC Classroom sign language interpreter services	OCC	5899	75,000.00
P0313065	Atlas Track & Tennis Install Red Atlas-Resisport FP (GOB)	OCC-GB	6120	51,721.17
P0313063	UCMI Inc. Plans/Specifications Admin Services (GOB)	OCC-GB	6122	42,240.00
P0313165	Knorr Systems Inc Open PO for chlorine briquettes	GWC	4312	40,000.00
P0313081	Denise Cusano Instructional Design Inc IC for reviewing media & to act as advisor for Anatomy Telecourse	CCC	5112	38,745.00
P0313102	Stephenson, Jon IC for reviewing media & advisor services for Chemistry Telecourse	CCC	5112	37,550.00
P0313233	Raubolt Consulting Services Inc IC for IT consultation needs.	OCC	5112	37,400.00
P313057	Baker & Taylor Open PO for books	OCC	6301	36,000.00
P0313235	Community College League of Calif League Dues	DIS	5320	35,336.00
P0313052	EBSCO Subscription Library Serials	OCC	5306	34,623.00
P0313055	Gale Group Library Books	OCC	6301	31,356.00
P0313096	ATI/Assessment Technology Institute Test forms	GWC	4312	28,857.00
P0313095	Coastal Press Inc Open PO for printing services	CCC	4310	25,000.00
P0313086	Cerritos Franchise Inc IC for District marketing/PR graphic design work	DIS	5112	24,000.00
P0313067	BigToys Inc Play Equipment Child Care- Fund 40	OCC	6401	23,082.75
P0313070	JB Innovations Labor for installation of playground equip - OCC Fund 40	OCC	5899	17,095.00
P0313182	Neo Networking Inc SMA for remote monitoring systems	CCC	5899	15,000.00
P0313231	Ice Crafters Culinary arts equipment	OCC	6411	14,374.93
P0313071	Dynamo Industries Play Equipment - OCC Child Care - Fund 40	OCC	6401	14,200.00
P0313069	Digital Networks Group Inc CCCD Admin Building LCD displays & Installation	DIS	6411	13,856.89
P0313100	Crown Fence Co	OCC	6120	12,650.00

Purchase Orders

P0313239	Galvanized hand rails for Lebard stadium Education 4 Work	OCC	5899	12,000.00
P0313184	Plan/evaluate/facilitate TechPrep grant activities Knorr Systems Inc	OCC	6411	10,533.64
P0313006	Auto Pool Vacuum System AmericasPrinter.com	GWC	4321	10,000.00
P0313028	Open PO for printing Titlewave Video Subtitling Service	OCC	5899	10,000.00
P0313060	Captioning Services for use on OCC DVD/Video Tapes Electro Systems Electric Inc	OCC-GB	5650	10,000.00
P0313164	Recurring repairs to campus buildings emergency Egress lighting- Fund 40 Doerschel, Darren	GWC	6269	9,925.00
P0312998	Coast Construction	OCC-GB	6250	9,798.00
P0313162	ModSpace	GWC-GB	6269	9,051.12
P0313117	Wenger Corp	GWC-GB	6121	9,018.09
P0313015	Socal Safe Co	DIS	6401	8,829.11
P0313180	Business Objects Americas Inc	DIS	5638	8,561.75
P0313090	Slater Waterproofing Inc	GWC	6250	8,477.00
P0313163	MT Walker Co	OCC	5665	7,500.00
P0313143	Xerox Corp	CCC	5682	6,917.00
P0313232	Ice Crafters	OCC	6401	6,897.03
P0313127	Allied Graphic Sales Svc Inc	CCC	5899	6,000.00
P0313222	GWC Bookstore	GWC	4312	6,000.00
P0313005	Dermal Products Inc	GWC	4312	5,647.18
P0313091	MS Rouse Company	GWC	6250	5,625.00
P0313089	Northcott Painting Company	GWC	6250	5,265.00
P0312993	Bio Corp	GWC	4312	5,209.17
P0313120	Workplace Resource	OCC-GB	4312	5,093.74
P0313119	Workplace Resource	OCC-GB	6411	5,062.58
P0313038	Making Connections	OCC	5899	5,000.00
P0313039	ADI	OCC	4312	5,000.00
P0313047	Making Connections	OCC	5899	5,000.00
P0313048	Sodexho Inc & Affiliates	OCC	5899	5,000.00
P0313094	Quality Aire	OCC	5638	5,000.00
P0313131	Shinohara USA Inc	CCC	5899	5,000.00
P0313174	Rhino Electric Supply	CCC	4312	5,000.00
P0313183	Federal Express Corp	DIS	5831	5,000.00
P0313185	Neal, Judith	DIS	5112	5,000.00
P0313062	Sewup JPA	OCC-GB	5472	4,854.00
P0313203	Stover, Joan	CCC	5112	4,650.00
P0313083	Digital Networks Group Inc	OCC-GB	6412	4,360.16
P0313064	Exclusive Construction	OCC	5899	4,250.00
P0313211	Page, Brian	CCC	5112	4,200.00
P0313125	Office Depot	CCC	4312	4,000.00

Purchase Orders

P0313216	Boot Barn (Corporate Office)	GWC	4312	4,000.00
P0313068	Clear Sign & Design Inc	DIS	6269	3,995.84
P0312997	Castagna Awnings	OCC-GB	6250	3,905.95
P0313155	Int'l Education Service	OCC	5850	3,885.00
P0313050	Ice Crafters	OCC	4312	3,647.01
P0313145	Faronics Technologies USA Inc	DIS	5638	3,557.93
P0313186	United Parcel Service	DIS	5831	3,500.00
P0313077	Amber Products	GWC	4312	3,258.47
P0313197	Gardner, Nancy	CCC	5112	3,250.00
P0313103	Schwenz, Richard	CCC	5112	3,150.00
P0313109	Howell, Byron	CCC	5112	3,150.00
P0313187	VQS Enterprises Inc	GWC	4321	3,140.91
P0313104	Pankayatselvan, Ratna	CCC	5112	3,100.00
P0313033	NCS Pearson Inc	OCC	4312	3,069.80
P0313181	WinZip Computing LLC	DIS	5638	3,067.20
P0313144	Collegesource Inc	CCC	5699	3,015.00
P0313014	Sehi Computer Products Inc	GWC	4315	3,000.00
P0313016	Office Depot	OCC	4312	3,000.00
P0313027	StreetWise Networks LLC	DIS	5638	3,000.00
P0313123	ACS Affiliated Computer Services	DIS	5899	3,000.00
P0313196	Gardner, Nancy	CCC	5112	3,000.00
P0313121	Respondus Inc	OCC	5699	2,992.00
P0313046	Graphic Edge	OCC	5899	2,800.00
P0313217	Creative Enterprises	GWC	4312	2,800.00
P0313042	OCC Food Services	OCC	4312	2,500.00
P0313160	SC Sign & Supply LLC	OCC	4312	2,500.00
P0313175	Signs Etc	CCC	4312	2,500.00
P0313238	Education 4 Work	OCC	5899	2,500.00
P0313051	Ice Crafters	OCC	4312	2,425.46
P0313002	Respondus Inc	GWC	5699	2,395.00
P0313066	Coast Construction	OCC-GB	6250	2,279.00
P0313012	US Foodservice	GWC	4312	2,174.07
P0313132	Eureka Calif Career Info Sys	CCC	5699	2,149.61
P0313001	Advanced Gas Products	GWC	4312	2,000.00
P0313009	Shred Confidential Inc	CCC	5899	2,000.00
P0313129	Lynde-Ordway Co	CCC	5899	2,000.00
P0313229	Party Makers/Orange Coast Events	OCC	4312	2,000.00
P0313074	Kosmet	GWC	4312	1,974.52
P0313171	GWC Bookstore	GWC	4312	1,900.00
P0313146	Adeara Inc	GWC	5699	1,831.75
P0313122	ACS Affiliated Computer Services	DIS	5899	1,800.00
P0313108	Davis, Mary	CCC	5112	1,725.00
P0313034	CPP Inc	OCC	4312	1,693.25
P0313243	SARS Software Products Inc	OCC	5638	1,620.00
P0313106	Benner, Diane	CCC	5112	1,575.00
P0313240	Hearlihy	OCC	4312	1,503.51

Purchase Orders

P0313118	Perfectly Grand	GWC-GB	6121	1,500.48
P0312996	Follett Higher Education Group Inc	OCC	4312	1,500.00
P0313000	GWC Bookstore	GWC	5831	1,500.00
P0313059	Taborga, Ilse	OCC	5112	1,500.00
P0313130	Ritz Camera Centers	CCC	4310	1,500.00
P0313159	Follett Higher Education Group Inc	OCC	4312	1,500.00
P0313192	Hoover Printing & Lithography	OCC	4321	1,450.00
P0313220	Crestline Co Inc	GWC	4312	1,386.11
P0313013	Times Community News %Los Angeles Times	OCC	5850	1,375.00
P0313202	Naravane, Anita	CCC	5112	1,300.00
P0313030	Micro Focus	DIS	5638	1,295.25
P0313134	Fisher Scientific	CCC	4312	1,254.33
P0313154	OCC Food Services	OCC	4312	1,250.00
P0313088	Anaheim Band Instruments Inc	GWC-GB	6121	1,228.36
P0313101	Ott, Margaret	CCC	5112	1,225.00
P0313172	Federal Express Corp	CCC	5831	1,200.00
P0313224	Psychological Assessment Resou	GWC	4312	1,196.80
P0313177	South Coast Fire Protection Co	CCC	5650	1,105.83
P0313167	Institute for Workforce Excellence	CCC	4285	1,072.11
P0313173	Psychological Corp	CCC	4312	1,036.77
P0313044	Follett Higher Education Group Inc	OCC	4312	1,000.00
P0313141	Imtek International Inc	CCC	4401	1,000.00
P0313161	Office Depot	GWC	4312	1,000.00
P0313198	Home Depot	GWC	4312	1,000.00
P0313230	Shred-It	OCC	4312	1,000.00
P0313004	Hay Group	GWC	4312	972.30
P0313135	Fisher Scientific	CCC	4312	943.61
P0313032	IK Curtis Services Inc	OCC	5899	904.66
P0313199	Young Owl, Marcus	CCC	5112	900.00
P0313169	Beach Blvd Storage	CCC	5684	897.00
P0313201	Meyer Distributing Co	GWC	4312	815.81
P0313176	ALD Security Innovations	CCC	4312	800.00
P0313151	Anixter	DIS	4312	753.30
P0313029	Office Depot	OCC	4312	750.00
P0313105	Famiano, Lee	CCC	5112	750.00
P0313191	Xerox Corp	OCC	5638	750.00
P0313212	Ryder, Kimberly	CCC	5112	750.00
P0313080	Bob's Shade & Linoleum	GWC	4312	746.50
P0313111	Island Color Inc	OCC	4312	740.69
P0312991	Carolina Biological Supply	GWC	4312	700.38
P0313010	Acoustical Material Services	CCC	4312	700.00
P0313031	Executive Express Inc	CCC	4310	700.00
P0313003	Respondus Inc	GWC	5699	690.00
P0313195	Walton, Edward	CCC	5112	675.00
P0313035	Psychological Assessment Resou	OCC	4312	655.12
P0313056	Bernan Associates	OCC	6301	650.00

Purchase Orders

P0313147	Dell Higher Education	OCC	4312	644.85
P0313110	Brandon, Mary	CCC	5112	600.00
P0313137	USA Mobility Wireless Inc	CCC	5899	600.00
P0313214	Kellogg Supply Inc	GWC	4312	600.00
P0313236	Raymond, Robert	CCC	5112	600.00
P0313124	System One Business Products	CCC	5638	595.00
P0313228	VWR International Inc	OCC	4312	580.41
P0313116	Embee Technologies	OCC	5899	554.18
P0313200	Myers, Linda	CCC	5112	525.00
P0313061	MB Herzog Electric Inc	GWC-GB	5899	517.88
P0313007	OC Wholesale Flowers	GWC	4312	500.00
P0313008	Shinoda Design Center Inc	GWC	4312	500.00
P0313043	Follett Higher Education Group Inc	OCC	4312	500.00
P0313079	Western Scientific Co	GWC	5657	500.00
P0313093	Office Depot	OCC	4312	500.00
P0313098	Xpedx Paper & Graphics	OCC	4312	500.00
P0313128	HB Digital Arts	CCC	4310	500.00
P0313158	Graybar Electric	OCC	4312	500.00
P0313168	Medical Resources	GWC	4312	500.00
P0313193	Office Depot	GWC	4312	500.00
P0313194	Sir Speedy Printing	CCC	4310	500.00
P0313011	Great Western Sanitary Supply	GWC	4312	495.54
P0313209	Bower, Keith	CCC	5112	450.00
P0313210	Collings, Bruce	CCC	5112	450.00
P0313225	Edits	GWC	4312	445.66
P0313036	SMK-Link Electronic Corp	OCC	4312	443.85
P0313133	Fisher Scientific	CCC	4312	408.28
P0312992	Tri-Best Visual Display Products	GWC	5899	404.06
P0313113	OCLC Inc	OCC	5110	382.28
P0313248	Sehi Computer Products Inc	DIS	4312	380.22
P0313107	Mowers, Kathy	CCC	5112	375.00
P0313115	OCLC Inc	OCC	5110	374.00
P0313114	OCLC Inc	OCC	5110	321.98
P0313073	Gabel's Cosmetics Inc.	GWC	4312	313.55
P0313142	Dell Higher Education	CCC	4315	312.07
P0312990	Home Depot	GWC	4312	300.00
P0313153	Village Nurseries	OCC	4312	300.00
P0313223	Follett Higher Education Group Inc	OCC	4312	300.00
P0313190	Sehi Computer Products Inc	GWC	4315	285.94
P0313076	Nancy's Beauty Warehouse	GWC	4312	280.56
P0313156	Magna Publications Inc	OCC	5206	279.07
P0313078	La Femme	GWC	4312	275.38
P0313189	Office Depot	OCC	4312	271.49
P0313237	Home Depot	OCC	4312	263.13
P0313082	Xerox Corp	GWC	5638	252.00
P0313017	Office Depot	OCC	4312	250.00

Purchase Orders

P0313018	Office Depot	OCC	4312	250.00
P0313019	Office Depot	OCC	4312	250.00
P0313020	Office Depot	OCC	4312	250.00
P0313021	Office Depot	OCC	4312	250.00
P0313022	Office Depot	OCC	4312	250.00
P0313023	Office Depot	OCC	4312	250.00
P0313024	Office Depot	OCC	4312	250.00
P0313041	Follett Higher Education Group Inc	OCC	4312	250.00
P0313058	Follett Higher Education Group Inc	OCC	4312	250.00
P0313166	Sims-Orange Welding Supply Inc	GWC	5638	250.00
P0313221	GWC Bookstore	GWC	4312	250.00
P0312995	Konica Minolta Business Solutions USA Inc	GWC	5638	240.00
P0313140	Foundation for Critical Thinking	CCC	4312	238.02
P0313126	Xerox Corp	CCC	4312	227.66
P0313075	Qosmedix	GWC	4312	213.96
P0313139	Power Systems Inc	CCC	4312	209.80
P0313099	JD Lock & Key	DIS	5650	200.00
P0313213	Tree of Life Nursery	GWC	4312	200.00
P0313215	Ken's Locksmithery	GWC	4677	200.00
P0313084	Dell Higher Education	OCC	4312	184.23
P0313206	Power Systems Inc	GWC	4312	172.13
P0313040	Provantage Corp	DIS	4312	170.59
P0313054	Nolo Press Inc	OCC	6301	170.00
P0313049	Ice Crafters	OCC	4285	156.18
P0312994	Office Depot	OCC	4312	149.99
P0313204	Meyer Distributing Co	GWC	4312	127.90
P0313026	Office Depot	GWC	4312	116.71
P0313218	James Publishing Inc	GWC	4312	115.60
P0313227	James Publishing Inc	GWC	4312	115.60
P0313150	Office Depot	DIS	4312	113.68
P0312999	Charnstrom	DIS	4312	107.64
P0313072	GWC Bookstore	GWC	4312	100.00
P0313178	CCC Bookstore	CCC	4312	100.00
P0313179	Sehi Computer Products Inc	DIS	4312	99.12
P0313138	Sea Coast Designs Inc	CCC	4312	99.05
P0313208	GNR	GWC	4312	91.05
P0313152	USA Mobility Wireless Inc	OCC	5899	90.00
P0313053	Nolo Press Occidental	OCC	6301	75.00
P0313219	Leo A Meyer/Lama Books	GWC	4312	71.88
P0313207	Medical Outfitters	GWC	4312	66.29
P0313226	Leo A Meyer/Lama Books	GWC	4312	65.88
P0313246	SupplyNet Inc	DIS	4312	63.88
P0313170	Sigma-Aldrich Inc	GWC	4312	55.42
P0313148	Office Depot	OCC	4312	51.66
P0313025	Office Depot	DIS	4312	27.87
P0313205	PrePak	GWC	4312	22.63

Purchase Orders

P0313037	Demco Inc	OCC	4312	17.77
P0313149	Office Depot	GWC	4312	16.79
	Total			<u>\$1,098,989.36</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

Agenda Item

3.06.02 Ratification/Approval of Checks

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



CheckApproval.pdf

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by CCCDBudge. Last update on 08/13/2008 by CCCDBudge.

NUMBER	NAME OF VENDOR	AMOUNT
0117283	PacifiCare of California Medical insurance premiums for employees	434,009.54
0117331	Coast Community College Dist. Medical claims/benefits for employees	249,314.60
0117519	Kaiser Permanente Medical insurance premiums for employees	216,826.88
0117772	Medco Health Solutions Inc Medical Prescription Claims	193,178.52
0117380	Student Insurance Insurance premium for students & athletes	175,935.00
0117310	Marsh Risk & Insurance Svcs 2008-2009 Ancillary Insurance Premiums	160,317.82
0117379	Southern Calif Edison Co Electricity district-wide	51,501.99
0117381	The Irvine Co/CBC III-V Lease payments for One-Stop center, Irvine	41,506.84
0117344	Avalon Center at Garden Grove Lease payments for One-Stop center, Westminster	40,383.00
0117330	Southland Industries Energy upgrade for GWC	28,058.00
0117241	Employment Development Dept-EDD	17,915.13
0117206	Accrediting Commission-CJC	14,454.00
0117212	AT&T	14,092.70
0117390	Alliant Insurance Services Inc	13,750.00
0117754	Treesmith Enterprises Inc	13,050.00
0117348	CCCD Student Refunds	10,562.50
0117281	Exclusive Construction	10,000.00
0117282	Sign A Rama	9,991.67
0117744	Southern Calif Edison Co	9,072.24
0117267	Rutan & Tucker	8,909.19
0117750	Time Warner Cable	8,399.00
0117291	AT&T	7,903.12
0117343	Atkinson, Andelson, Loya, Ruud & Romo	6,929.08
0117692	Dell Higher Education	6,640.87
0117302	Harry Hughes	6,581.45
0117259	OC Auditor-Controller	5,635.00
0117296	EBSCO Subscription	5,580.36
0117682	B & P Services Inc	5,432.07
0117700	Gerke Consulting & Development LLC	5,198.19
0117347	Business Properties	5,048.61
0117345	Birch Windell LLC	5,035.42
0117215	B & P Services Inc	4,840.00
0117232	Caston Office Solutions	4,515.41
0117771	Keenan & Associates	4,250.00
0117746	Steris Corp	3,469.44
0117213	AT&T	3,136.51
0117349	College Board	3,100.00
0117763	Xerox Corp	2,993.43

0117729	OCC Sailing Center	2,465.54
0117237	CI Solutions	2,420.00
0117520	Kaiser Permanente	2,205.66
0117374	Pitney Bowes Credit Corp	2,145.00
0117323	Waxie Sanitary Supply	2,136.33
0117751	Time Warner Communications	2,070.00
0117718	Maintex	2,011.66
0117205	Academy of Ice Carving & Design	1,995.00
0117285	Amer Council on Education	1,975.00
0117568	Judith Neal	1,896.10
0117761	Waxie Sanitary Supply	1,755.88
0117723	Mobile Modular Management Corp	1,722.92
0117369	Office Depot	1,718.19
0117208	Adorno, Yoss, Alvarado & Smith	1,652.69
0117739	Saddleback Materials Co Inc	1,644.00
0117745	SPSS Inc	1,590.33
0117424	CCCD Workers Comp Trust Fund	1,551.70
0117760	Vietnamese Community of OC	1,539.00
0117707	Home Depot	1,536.14
0117236	CCLDI Foundation	1,500.00
0117423	CCCD Workers Comp Trust Fund	1,435.53
0117394	Dean Anthony	1,428.60
0117714	Kelly Paper	1,384.10
0117364	Connie Marten	1,329.00
0117214	ATI/Assessment Technology Institute	1,164.00
0117727	OC Weekly	1,100.00
0117255	Matrix Imaging Products LLC	1,071.00
0117383	Waxie Sanitary Supply	1,068.39
0117724	Montgomery Hardware Co	1,066.98
0117233	CCLDI Foundation	1,000.00
0117234	CCLDI Foundation	1,000.00
0117235	CCLDI Foundation	1,000.00
0117689	Comm Coll Leadership Development Initiatives	1,000.00
0117313	Office Depot	971.94
0117694	Essential Objects Inc	968.67
0117308	Melissa Lara	966.97
0117762	Western Farm Service	958.98
0117333	Aguinaga Green Inc	957.79
0117701	Golf Ventures West	931.02
0117261	OCC Ancillary#1000-247500-8070	900.00
0117731	Pacific Clippings	894.00
0117697	Fisher Scientific	815.09
0117247	Hewlett Packard	794.24
0117239	Community College League of Calif	788.02
0117244	Fisher Scientific	769.81
0117728	OC Wholesale Flowers	755.33
0117254	Landauer Inc	706.90
0117217	Dibakar Barua	700.00
0117376	Barbara Price	700.00
0117684	Bee Busters Inc	700.00

0117292	AT&T	693.61
0117342	AT&T	693.61
0117277	Xerox Corp	675.29
0117595	Terrance Pietenpol	674.80
0117368	OC Wholesale Flowers	647.58
0117362	William Kerwin	631.91
0117732	Performance Envelope	622.80
0117720	McMaster-Carr	619.58
0117210	Assn of Comm College Trustees	600.00
0117711	Irvine High School Pigskin Club	600.00
0117275	Waxie Sanitary Supply	596.07
0117300	Home Depot	589.72
0117717	LT Enterprises	588.22
0117733	Provantage	581.19
0117298	Harland Technology Services	577.00
0117758	Verizon California	575.37
0117252	Key Equipment Finance	573.23
0117335	AT&T	562.72
0117693	Dunn Edwards	557.63
0117246	GWC Petty Cash	556.67
0117372	Pacific Blue Micro	555.00
0117243	Finishmaster Inc	545.24
0117248	Home Depot	542.68
0117385	Eric Wilson	534.64
0117712	Irvine Pipe & Supply	532.51
0117371	Vinta Oviatt	521.83
0117338	AT&T	503.65
0117294	CCLDI Foundation	500.00
0117683	Beckman Football Boosters	500.00
0117698	Claudia Flores	500.00
0117752	TKO Sports Advertising & Production	499.50
0117284	ACT Inc	482.63
0117408	Mary Bosse	482.00
0117422	Bruce Cary	482.00
0117440	Barbara Dilworth	482.00
0117469	Donald Friedman	482.00
0117561	Elaine Mullen-Barrett	482.00
0117702	Grainger	472.27
0117382	Verizon California	465.81
0117759	Verizon Wireless	465.18
0117253	Knorr Systems Inc	463.51
0117249	Horizon	458.08
0117307	Landauer Inc	457.20
0117722	Micro Center	430.78
0117312	OC Wholesale Flowers	430.46
0117690	Corporate Express	401.62
0117756	Tustin Touchdown Club	400.00
0117242	Gregory Evans	387.87
0117743	Smardan Supply Co- Orange Coast	386.48
0117393	David Anthony	385.60

0117536	June Leloup	385.60
0117564	Rolland Murray	385.60
0117565	Sharon Murray	385.60
0117580	Kenneth Ortiz	385.60
0117664	Lawrence Williams	385.60
0117677	Ronald Yates	385.60
0117216	Baker Rentals & Sales Inc	360.00
0117268	Safety 1st Pest Control Inc	358.50
0117270	Smardan Supply Co- Orange Coast	354.44
0117258	NCCCCF	350.00
0117363	Karen Kuehner	340.00
0117265	Pyro-Comm Systems Inc	335.00
0117295	CR & R	328.40
0117742	Sigma-Aldrich Inc	321.38
0117266	Cynthia Reber-Bonhall	318.30
0117355	Grainger	304.49
0117350	Maria Denunno	300.00
0117687	Thomas Chambers	300.00
0117358	GWC Food Services	298.75
0117704	Hardy Diagnostics	294.05
0117389	Patricia Adams	289.20
0117391	Jack Anderson	289.20
0117392	Robert Angus	289.20
0117395	Mary Arnerich	289.20
0117398	Juliet Atkins	289.20
0117401	James Baugh	289.20
0117403	Ronald Berggren	289.20
0117404	Phillip Bernard	289.20
0117405	Kenneth Blum	289.20
0117406	Sandra Blum	289.20
0117409	Susan Brown	289.20
0117410	Kristina Bruning	289.20
0117411	John Buckley	289.20
0117412	Theresa Buckley	289.20
0117413	Richard Budna	289.20
0117414	Susan Budna	289.20
0117415	Dennis Butler	289.20
0117416	Leo Byrd	289.20
0117417	Geraldine Cahill-Pickart	289.20
0117418	Jay Callaway	289.20
0117419	Patricia Callaway	289.20
0117420	Kenneth Carter	289.20
0117421	Minette Carter	289.20
0117425	Kevin Chard	289.20
0117426	Ellen Church	289.20
0117427	James Church	289.20
0117428	Lula Cobb	289.20
0117429	Susan Coleman	289.20
0117430	Phyllis Cool	289.20
0117431	Gordon Dahnke	289.20

0117432	Lois Dalla Riva	289.20
0117433	Roger Davis	289.20
0117434	Edward Decker	289.20
0117435	Dale Deffner	289.20
0117436	Carolyn Dennison	289.20
0117437	Bob Denton	289.20
0117438	Susanna Denton	289.20
0117439	Judith Devries	289.20
0117441	Sandra Dollente	289.20
0117442	Paul Donaldson	289.20
0117443	Sharon Donoff	289.20
0117444	Barrie Dorfman	289.20
0117445	Marilyn Dorfman	289.20
0117446	Suzanne Droney	289.20
0117447	Joan Duffy	289.20
0117448	Cynthia Dye	289.20
0117449	Stephen Dye	289.20
0117450	Judith Eastman	289.20
0117451	Stuart Eastman	289.20
0117452	Arlene Eckstein	289.20
0117453	Fred Eckstein	289.20
0117454	Andrew Edwards	289.20
0117455	Jean Edwards	289.20
0117456	Robert Egan	289.20
0117457	Jeannine Englehart	289.20
0117458	Wayne Englehart	289.20
0117459	Nancy English	289.20
0117460	Diane Ewing	289.20
0117461	Donna Falke	289.20
0117462	Robert Ferman	289.20
0117463	John Ferzacca	289.20
0117464	James Finnegan	289.20
0117465	Gordon Fitzel	289.20
0117466	Dorothy Fitzgerald	289.20
0117467	Thomas Fitzgerald	289.20
0117468	Edward Fratantaro	289.20
0117470	Joel Fruehan	289.20
0117471	Charles Funsch	289.20
0117472	Sandra Funsch	289.20
0117473	Lance Gilbertson	289.20
0117474	Nancy Gilbertson	289.20
0117475	Clifford Gillespie	289.20
0117476	Sandra Gillespie	289.20
0117477	Ame Gjertsen	289.20
0117478	Guy Glassford	289.20
0117479	Maureen Goldman	289.20
0117480	Michael Goldman	289.20
0117481	David Goshert	289.20
0117482	Morton Graham	289.20
0117483	Shaindell Graham	289.20

0117484	Carol Grams	289.20
0117485	David Gray	289.20
0117486	Patricia Griggs	289.20
0117487	Frances Grigsby	289.20
0117488	Donald Grow	289.20
0117489	Elizabeth Hadjis	289.20
0117490	John Hadjis	289.20
0117491	Karen Halverson	289.20
0117492	Marvyn Halverson	289.20
0117493	Kenneth Hamdorf	289.20
0117494	Marilynn Hamdorf	289.20
0117495	Kathleen Hancock	289.20
0117496	Robert Hancock	289.20
0117497	Claudine Hastings	289.20
0117498	James Hastings	289.20
0117499	Stephanie Hayward	289.20
0117500	Julie Hearlson	289.20
0117501	Lynn Hermstad	289.20
0117502	Tom Hermstad	289.20
0117503	Jane Hilgendorf	289.20
0117504	Truyen Ho	289.20
0117505	Lou Hobbs	289.20
0117506	Denise Hogate	289.20
0117507	Arthur Hokanson	289.20
0117508	Carol Holben	289.20
0117509	Beth Hooper	289.20
0117510	Patricia Hotz	289.20
0117512	Donald Jefferson	289.20
0117513	Martha Jefferson	289.20
0117514	David Johns	289.20
0117515	Kay Johnson	289.20
0117516	Melvin Johnson	289.20
0117517	Robert Johnson	289.20
0117518	Angelina Jones	289.20
0117521	Babette Kelly	289.20
0117522	James Kelly	289.20
0117523	Joyce Kimball	289.20
0117524	Robert Kimball	289.20
0117525	Gloria Kinnevey	289.20
0117526	Donald Kocher	289.20
0117527	Judy Kocher	289.20
0117528	Ruth Kramer	289.20
0117529	Maria Lam	289.20
0117530	Sydney Lam	289.20
0117531	Edward Lambing	289.20
0117532	Nancy Lambing	289.20
0117533	Margaret Langhans	289.20
0117534	Sally Lansing	289.20
0117535	Lawrence Le Brane	289.20
0117537	Ralph Lewis	289.20

0117538	Richard Linder	289.20
0117539	Susan Linder	289.20
0117540	Yvonne Little	289.20
0117541	James Long	289.20
0117542	Suzanne Long	289.20
0117543	Nettie Ann Loranger	289.20
0117544	Charles Lussy	289.20
0117545	Mary Lussy	289.20
0117546	Patricia Mac Kenzie	289.20
0117547	Lorna Mack	289.20
0117548	Neil Mackenzie	289.20
0117549	Jeanette Mahoney	289.20
0117550	Dick Marsh	289.20
0117551	Lauri Martin	289.20
0117552	James Mazur	289.20
0117553	James Mazur	289.20
0117554	Sally Mazur	289.20
0117555	Maryann Mc Manus	289.20
0117556	Richard McCollom	289.20
0117557	Phillip Miller	289.20
0117558	Charles Mitchell	289.20
0117559	Francisco Montero	289.20
0117560	Isabel Montero	289.20
0117566	Julie Myers	289.20
0117567	Mary Nash	289.20
0117569	Charlanne Nee	289.20
0117570	Paul Nee	289.20
0117571	Isabel Neveaux	289.20
0117572	Barbara Newbern	289.20
0117573	Harold Newbern	289.20
0117574	Polly Norwood	289.20
0117575	Mary Oberhaus	289.20
0117576	Michael Olds	289.20
0117577	Judith Olson	289.20
0117578	Donald Onishi	289.20
0117579	Michael Ortell	289.20
0117581	Barbara Otte	289.20
0117582	Wayne Otte	289.20
0117583	Alan Paladino	289.20
0117584	John Parker	289.20
0117585	Andrea Parsons	289.20
0117586	Lucille Pascoe	289.20
0117587	Tony Pascoe	289.20
0117588	Willard Patterson	289.20
0117589	Jill Pearson	289.20
0117590	Beth Peer	289.20
0117591	William Peer	289.20
0117594	Gail Pickart	289.20
0117596	Frances Power	289.20
0117597	Richard Power	289.20

0117598	Marino Presutti	289.20
0117599	Delmar Price	289.20
0117600	Loyann Price	289.20
0117602	Johannes Rasmussen	289.20
0117603	Sharon Ratliffe	289.20
0117604	George Reese	289.20
0117605	Guenter Rehm	289.20
0117606	Paula Rice	289.20
0117607	Robert Ricewasser	289.20
0117608	Glenda Riddick	289.20
0117609	Philip Riddick	289.20
0117610	Edith Rietstra	289.20
0117611	Carl Roberson	289.20
0117612	Paul Robinson	289.20
0117613	Shirley Robinson	289.20
0117614	Joel Rosenfeld	289.20
0117615	Barbara Ross	289.20
0117616	Ronald Ross	289.20
0117617	Sharon Roth	289.20
0117618	Willard Roundy	289.20
0117619	Christine Russell	289.20
0117620	David Russell	289.20
0117621	Monty Ruth	289.20
0117622	Marcia Ryan	289.20
0117623	Susan Ryder	289.20
0117625	Dorothy Sampson	289.20
0117626	James Sampson	289.20
0117628	John Schaefer	289.20
0117629	Robert Schaulis	289.20
0117630	Rose Schaulis	289.20
0117633	Karen Shanley	289.20
0117634	Katherine Simon	289.20
0117635	Richard Simon	289.20
0117636	Charles Smith	289.20
0117637	Douglas Smith	289.20
0117638	Sandra Smith	289.20
0117639	Mary Stenton	289.20
0117640	Carol Stevens	289.20
0117641	Mark Stevens	289.20
0117644	Sandra Sukhov	289.20
0117645	Vladimir Sukhov	289.20
0117646	H Taussig	289.20
0117647	Dagny Tennyson	289.20
0117648	Sally Thomas	289.20
0117649	James Thornton	289.20
0117650	Sandra Thornton	289.20
0117651	Jane Threadgold	289.20
0117653	John Wadhams	289.20
0117654	Jolene Wallace	289.20
0117655	Larry Wasserman	289.20

0117656	Sharon Wasserman	289.20
0117657	Judith Webb	289.20
0117658	Evelyn Weiss	289.20
0117659	Deven Werthman	289.20
0117660	Donna Westerman	289.20
0117661	Ilse Wilke	289.20
0117662	W.L.A. Wilke	289.20
0117663	Donna Williams	289.20
0117665	Norma Willis	289.20
0117666	Darlene Windisch	289.20
0117667	Stanley Winter	289.20
0117668	Sharon Wolfe	289.20
0117669	Wayne Wolfe	289.20
0117670	Eimei Wong	289.20
0117671	Eugene Wood	289.20
0117672	William Workman	289.20
0117673	Carol Yamashita	289.20
0117674	George Yamashita	289.20
0117675	Betty Yang	289.20
0117678	Kathleen Yoder	289.20
0117679	Robert Yoder	289.20
0117271	Southern Calif Edison Co	287.58
0117365	Lois Miller	285.42
0117357	Martha Guevara	278.49
0117256	NAFSA Region XII Southern District	275.00
0117257	NAFSA Region XII Southern District	275.00
0117289	AT&T	274.98
0117353	Fisher Scientific	266.78
0117221	Calif Governor's Conference	250.00
0117222	Calif Governor's Conference	250.00
0117223	Calif Governor's Conference	250.00
0117224	Calif Governor's Conference	250.00
0117225	Calif Governor's Conference	250.00
0117226	Calif Governor's Conference	250.00
0117227	Calif Governor's Conference	250.00
0117228	Calif Governor's Conference	250.00
0117229	Calif Governor's Conference	250.00
0117230	Calif Governor's Conference	250.00
0117231	Calif Governor's Conference	250.00
0117293	Calif Governor's Conference	250.00
0117716	Los Angeles Times	249.60
0117699	Fry's Electronics	242.38
0117297	Fountain Valley Chamber of Commerce	240.00
0117755	Turf Tire Distributors	238.13
0117319	Security Signal Devices	229.60
0117375	Norma Pollaro	227.00
0117703	Graybar Electric	211.14
0117749	Theodore Robins Ford	207.42
0117238	Community College League of Calif	205.00
0117250	John Deere Landscapes	202.29

0117738	Diana Ramon	197.21
0117396	Donna Ashbaugh	192.80
0117397	Stanley Ashbaugh	192.80
0117399	Edward Bartosik	192.80
0117400	Gail Bartosik	192.80
0117402	George Beckstead	192.80
0117407	Dean Bosse	192.80
0117511	Lillian Jeffers	192.80
0117562	Margaret Murphy	192.80
0117563	Thomas Murphy	192.80
0117592	Arne Petersen	192.80
0117593	Sandra Petersen	192.80
0117601	Leslie Purdy	192.80
0117624	Albert Salmon	192.80
0117627	Brenda Schabarum	192.80
0117631	Patricia Shackelford	192.80
0117632	Ray Shackelford	192.80
0117642	Joyce Stoneking	192.80
0117643	Paul Stoneking	192.80
0117652	Elizabeth Viers	192.80
0117676	Richard Yarosh	192.80
0117740	Santa Ana HS Quarterback Club	190.00
0117245	Go With Jo Travel	189.90
0117341	AT&T	180.57
0117211	Association for Business Communication	180.00
0117290	AT&T	174.01
0117337	AT&T	174.01
0117207	Accurate Termite Control	170.00
0117274	Walters Wholesale Electric Co	168.20
0117262	Pak West Paper and Packaging	167.29
0117320	Shinoda Design Center Inc	166.26
0117240	Crowne Plaza	165.90
0117273	Verizon California	162.87
0117695	Ewing Irrigation Products	160.69
0117370	Office Equipment Finance Services	155.64
0117748	TALX Corp	151.20
0117685	Calscience Environmental Laboratories	150.00
0117747	Storage Place	150.00
0117287	AT&T	147.89
0117269	Signs Etc	145.81
0117680	Airgas West Inc	141.46
0117710	Information Publications	137.23
0117352	Federal Express Corp	133.05
0117209	Anaheim-Fullerton Towing	125.00
0117304	Iron Mountain Records Mgmt	125.00
0117726	OC School Boards Assn	125.00
0117301	Hub Auto Supply	124.28
0117276	Xerox Corp	116.70
0117356	Graybar Electric	113.85
0117272	USA Mobility Wireless Inc	109.78

0117309	Lawrence Ragan Communications Inc	109.00
0117706	Harvard Mgmt Update	109.00
0117713	Johnstone Supply	105.09
0117324	Xerox Corp	104.28
0117351	Karen Dickerson	102.12
0117332	Accurate Termite Control	100.00
0117715	La Quinta HS Football Boosters	100.00
0117730	Office Depot	95.88
0117741	Shred-It	95.00
0117306	Kater-Crafts Bookbinders	94.95
0117334	Airgas West Inc	94.17
0117220	Board of Governors-Calif Comm College	85.00
0117378	Smardan Supply Co- Orange Coast	84.37
0117218	Battery Systems	83.76
0117219	BJ Bindery Inc	81.89
0117346	BJ Bindery Inc	78.66
0117757	Verizon California	78.54
0117721	Linda Mellor	74.95
0117386	Claire Winder	73.00
0117305	Irvine Pipe & Supply	69.66
0117377	Security Signal Devices	68.00
0117299	Hitt Marking Devices Inc	62.87
0117354	Patricia Gardner	60.00
0117681	Art Culinaire	59.00
0117288	AT&T	58.67
0117311	OC Business Journal	58.00
0117264	Prudential Overall Supply Co	56.05
0117734	Prudential Overall Supply Co	56.05
0117770	C2 Reprographics	55.80
0117260	OC Business Council	55.00
0117387	Women Helping Women	55.00
0117251	Kelly Paper	54.12
0117318	Seal's Health Care	50.50
0117384	Western Farm Service	48.55
0117314	Prudential Overall Supply Co	46.60
0117735	Prudential Overall Supply Co	46.60
0117686	Capitol Enquiry	44.78
0117708	Hub Auto Supply	39.84
0117339	AT&T	33.86
0117709	Marie Hulett	28.08
0117753	Travel Store Inc	27.00
0117688	City of Huntington Beach	24.92
0117366	MWB Business Systems	24.31
0117359	Hub Auto Supply	23.17
0117322	Truc Par Co	22.82
0117361	Christina Irvin	21.00
0117719	Matthew Bender & Co., Inc	19.40
0117360	Phillip Huerta	17.12
0117317	Prudential Overall Supply Co	16.93
0117367	Cosme Noriega	16.75

0117705	Paul Harford	16.75
0117263	Jose Payan Montoya	16.00
0117336	AT&T	15.50
0117725	OC Auditor-Controller	15.00
0117316	Prudential Overall Supply Co	14.80
0117736	Prudential Overall Supply Co	14.61
0117315	Prudential Overall Supply Co	14.30
0117737	Prudential Overall Supply Co	14.30
0117373	Teresa Phung	12.87
0117696	Federal Express Corp	12.79
0117388	Kenneth Yglesias	12.25
0117321	The Gas Company	10.19
0117340	AT&T	10.18
0117286	AT&T	8.71
0117691	Crown Ace Hardware	6.25
0117303	Industrial Metal Supply Co	5.33

Total**\$1,999,211.28**

Agenda Item

3.06.03 Check List for General Obligation Bond Fund

Meeting: 08/20/2008 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content



CheckApprovalBond.pdf

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by CCCDBudge. Last update on 08/13/2008 by Jodi Rodriguez.

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0117766	LPA Inc	162,810.39	420290
0117326	Arch Serv for OCC Interdisciplinary Bldg		
	Pardess Air Inc	70,290.00	420236
	Mech Controls Upgrade Bid 1941 at OCC		
0117280	Seville Group Inc	30,960.00	420206
	OCC Upgrade Lewis Ctr Applied Science		
0117328	SunGard Higher Education Inc	30,200.30	420912
	District Information Technology Upgrade		
0117278	AEPC Group LLC	26,980.00	420249
	Arch/Engineering - OCC Student Services		
0117765	Cordoba Corp	14,171.20	420222
0117329	UCMI Inc	13,440.00	420222
0117327	Refrigerated Air Mechanical Systems Inc	12,361.50	420249
0117768	Mobile Modular Management Corp	7,258.08	420206
0117325	CEM Lab	5,952.00	420101
0117769	Sasco	4,698.00	420253
0117279	MTGL	3,017.43	420241
0117764	C2 Reprographics	1,366.00	420340
0117767	MB Herzog Electric Inc	517.88	420340
	Total	<u>\$384,022.78</u>	

Bond Code Legend

420101	District Relocatable Replacement
420201	OCC Upgrd Auditorium Music Complex
420206	OCC Upgrd Lewis Ctr Applied Sci
420207	OCC Bldg CHS Lab Sciences
420211	OCC New Learning Cntr Ph1
420216	OCC Upgrade Social Sci Bldg
420217	OCC Upgrd Home Econ Bldg
420218	OCC Upgrd OCC Forum
420221	OCC Repl Seawall Ramps Sailing Ctr
420222	OCC Upgrd Womens Locker Rm ADA
420226	OCC Upgrd Soccer Field
420227	OCC Upgrd Pool Renovation
420228	OCC Upgrd Baseball Field
420229	OCC Upgrd Stadium Site
420230	OCC Upgrd Dance Floors
420231	OCC Upgrd Tennis Courts Ph2
420232	OCC Upgrd Fitness Ctr
420233	OCC Upgrd Softball Field
420234	OCC Physical Educ Bldg Ph2
420236	OCC Upgrd Info Tech Ph1
420241	OCC East West Campus Utility Upgrd
420242	OCC Upgrd Electrical Houses
420243	OCC Upgrd Utility Infrastructure
420246	OCC Upgrd Stu Svcs Gallery Cafe

420247	OCC Upgrd Stu Svcs Watson Hall
420250	OCC Upgrd Parking Lots
420253	OCC Campuswide Signage
420256	OCC Faculty House Ph2
420261	OCC Dance Floor B Art Ctr
420262	OCC Upgrd Lit and Lang Media Tech
420263	OCC Upgrd Film Video Strg Art Ctr
420264	OCC Upgrd Home Economics Bldg
420265	OCC Upgrd Student Center Bldg
420266	OCC ECE Lab Classroom Addition
420267	OCC Sculpture Storage Art Ctr
420268	OCC Chemistry Bldg Study Areas
420269	OCC Study Various Classrooms
420270	OCC Upgrd Visual Perf Arts Clsrms
420271	OCC Upgrd Ext Light Tech Skill Ctr
420272	OCC Upgrd Ext Lighting Tech Bldg
420273	OCC Upgrd Computing Center
420274	OCC Upgrd Lit and Lang Bldg
420275	OCC Upgrd Storage Lockers Art Ctr
420276	OCC Upgrd Large Lecture Halls
420277	OCC Upgrd Music Classrooms
420278	OCC Upgrd Chemistry Classrooms
420283	OCC Campuswide Landscape Proj
420285	OCC New Student Center Bldg
420288	OCC Campuswide Exterior Lighting
420290	OCC New Interdisciplinary Bldg
420296	OCC Web Camera
420297	OCC Temp Modular Bldgs
420299	OCC Misc Planning
420301	GWC Renovate Student Center
420306	GWC Upgrd Eroding Concrete Ph1
420311	GWC Upgrd Info Technology Ph1
420316	GWC Upgrd Utilities Campuswide Ph1
420321	GWC Upgrd Parking Lots
420326	GWC Rpl Instruc Tech Equip
420331	GWC Upgrd Swimming Pool
420332	GWC Upgrd PE Facility
420333	GWC Track Resurface and Repair
420336	GWC Upgrd Math Sci Classrooms Ph1
420340	GWC Health Sci Expand Nursing Fac
420346	GWC Upgrd Intl Student Facility
420347	GWC Upgrd Student Svcs Facility
420348	GWC Upgrd Classrooms Ph1
420349	GWC Library Stu Success Ctr
420356	GWC Learning Resource Ctr Ph1
420361	GWC Rpr Cosmetology Facility Ph1
420365	GWC Upgrd Energy Efficiency
420399	GWC Admin Facil Planning
420801	CCC New Westminster Learning Ctr
420805	CCC Upgrd Instructional Equipment

420811	CCC Upgrd Security Safety Systems
420812	CCC Upgrd HVAC Systems
420815	CCC Distance Lrng Facil Acq Plan
420820	CCC Upgrd Info Technology
420826	CCC Upgrd Mech Controls Lighting
420891	South District Learning Ctr
420892	Instructional Systems Development
420893	CCC Technology Center
420894	CCC Land Acquisition
420899	CCC Admin Facility Planning
420901	Dist Repayment of COP and Debt
420906	Dist DW Transp Maint Facility
420911	Dist Upgrd Info System Software
420912	Dist Upgrd Info Systems Implement
420913	Dist Upgrd Info Systems Hardware
420996	Dist DW Admin Accounts
420997	Dist Facilities Planning Bond Proj
420999	Dist General Reserves

Agenda Item

4.01 Authorization to Enter Agreements - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

1. Authorization to Approve an Agreement between the Kendall/Hunt Publishing Company and the Coast Community College District (Coastline Community College) to Publish Introduction to World Music Online

After review by the College President, the Vice Chancellor of Administrative Services, and District legal counsel, Rutan and Tucker, it is recommended by the Chancellor that authorization be given to approve the Agreement between Kendall/Hunt Publishing Company and the Coast Community College District (Coastline Community College) to publish Introduction to World Music Online. It is further recommended that the Chancellor or Vice Chancellor of Administrative Services, be authorized to sign this Agreement. (See Kendall Hunt Music Online Agreement 5)

Fiscal Impact: No cost to District. Revenue is dependent upon course usage and student enrollment.



Kendall Hunt Music Online.pdf

Additional Administrative Content

Created on 07/22/2008 at 04:23 PM by Laurie Swancutt. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

4.02 Authorization to Enter Agreements - Golden West College

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

NONE

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Dolores Harper. Last update on 08/14/2008 by Nancy Hill.

4.03 Authorization to Enter Agreements - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**1. Authorization to Renew a Non-Standard Student Field Placement Agreement Between Coast Community College District (Orange Coast College) and Chapman University**

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a Student Field Placement agreement between Coast Community College District (Orange Coast College) and Chapman University for the field placement of Chapman University students as athletic training interns from fall, 2008, through spring, 2011. (See Chapman University Agreement 6)

It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this agreement.

Fiscal Impact: None

2. Authorization to Approve an Amendment to a Service Contract between Coast Community College District (Orange Coast College) and "The Dog House"

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to approve an amendment to a service contract between Coast Community College District (Orange Coast College) and "The Dog House" through July 31, 2009. The amendment will change the existing contract to a "month to month." Original Board approval 8/21/02.

It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this agreement.

Fiscal Impact: Orange Coast College Instructional Food Service will receive approximately \$675 per month.

3. Authorization to Enter Into a Standard Agreement Between Coast Community College District (Orange Coast College) and Irvine Unified School District

After review by the College President, District Risk Services, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between Coast Community College District (Orange Coast College) and Irvine Unified School District to offer instruction in "Healthy Cuisine for Kids" (CA 199) as requested by the company from October 1 through October 31, 2008.

It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this agreement.

Fiscal Impact: OCC Extended Education to receive revenue for this contract. 100% of the net proceeds will be transferred to the Consumer and Health Sciences Division.

4. Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in Disaster Preparedness (EC 262)/Health & Safety in the Preschool Classroom (EC 199)

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in Disaster Preparedness (EC 262)/Health & Safety in the Preschool Classroom (EC 199) as requested by the company from October 23, 2008 through May 26, 2009.

It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: OCC Extended Education to receive revenue for this contract. NET PROCEEDS: To cover all direct expenses a 50% administrative fee will be retained by Extended Education and the remaining 50% of the net will be retained by the Extended Education office.



Chapman Student Placement Agreement.pdf

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Lynnette Minton. Last update on 08/13/2008 by Jodi Rodriguez.

Agenda Item

4.04 Authorization to Enter Agreements - District

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

NONE

Additional Administrative Content

Created on 08/04/2008 at 01:10 PM by GCCDAdsvs. Last update on 08/14/2008 by Nancy Hill.

4.05 Buildings & Grounds

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**1. Authorization for Change Order No. 5; Orange Coast College East/West Campus Utility Renovations**

After review by the Vice President of Administrative Services, Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 5 to Orange Coast College East/West Campus Utility Renovations as described in the Change Order document attached to each Trustee's agenda. (See Attachment 3)

These changes are necessary for the following reasons:

Phase II Bid – CloseoutDennison Electric – Category G – Electrical/Fire Alarm

1. Contract Amount: \$4,265,000 (C.O. 1: .02% Increase; C.O.2: .4% Decrease)
Total Change Orders: \$6,480 (.02% Increase)

Fiscal Impact: <\$70,061> (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Upgrade Utility Infrastructure
OCC East/West Campus Utility Renovations

2. Authorization for Change Orders No. 7; District Administration Building, Bid No. 1920

After review by the Facilities Coordinator and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Orders No. 7 to the District Administration Building, Bid No. 1920 as described in the Change Order document attached to each Trustee's agenda. (See Attachment 4)

These changes are necessary for the following reasons:

Reed Thomas Co., Inc. – Package A – Earthwork & Grading

1. Contract Amount: \$693,000 (C.O. : % increase)
Total Change Orders: \$ (%)

Anderson Charnesky Structural Steel – Package C – Steel

1. Contract Amount: \$1,724,924 (C.O. 1: .002% Decrease; C.O. 2: .4% Increase)
Total Change Orders: \$3,037 (.2% Increase)

Gamma Builders – Package E – Fire Sprinklers

1. Contract Amount: \$388,300 (C.O. 1: 2% Increase; C.O. 2: .6% Increase; C.O. 3: .6% Increase)
Total Change Orders: \$12,413 (3.2% Increase)

Alcal Roofing – Package L – Roofing

1. Contract Amount: \$331,898 (C.O. 1: .04% Decrease; C.O. 3: 5% Increase; C.O. 4: 1% Increase)
Total Change Orders: \$21,182 (6%)

Stumbaugh & Associates – Package P – Toilet Partitions

1. Contract Amount: \$40,333 (C.O. % Increase)
Total Change Orders: \$ (% Increase)

EMS Construction – Package T – Sheet Metal

1. Contract Amount: \$513,000 (C.O. 1: 9% Increase)
Total Change Orders: \$49,629

C&H Construction – Package V – Rough Carpentry

1. Contract Amount: \$681,000 (C.O. 1: .001% Decrease)
Total Change Orders: <\$656>

Fiscal Impact: <\$74,903> (Measure C - General Obligation Bond)
Master Plan Approved Project
Replacement of District Temporary Structures
District Administrative Office Building

3. Authorization to File Notice of Completion

It is recommended that authorization be given to file a Notice of Completion on the following projects in compliance with Public Contract Code 7107 allowing for substantial completion by the public agency, or its agent (architect) of the work of improvement. Upon acceptance by the Chancellor or Vice Chancellor of Administrative Services, a Notice of Completion will be filed with the County of Orange Clerk Recorder's Office. Thirty-five (35) days after filing of the Notice of Completion and public notification to all subcontractors, the District is authorized to pay fees due, accepting all work and/or materials as satisfactorily completed by the contractors. In the event of a dispute between the District and the Contractor, the District may withhold from the retention an amount not to exceed 150 percent of the disputed amount.

Bid No. 1920; District Administration Building

Contractor: Reed Thomas Co., Inc.
Category A – Earthwork & Grading

Contractor: GCI Construction
Category B – Underground Utilities

Contractor: Prizio Construction
Category D – Concrete

Contractor: Marina Landscape
Category Q – Landscape/Irrigation

Contractor: Haitbrink Asphalt Paving
Category S – Asphalt

Bid No. 1924; District Administration Building

Contractor: CAM/BK dba Tri-Citi Electric
Category H – Electrical/Fire Alarm/ Low Voltage Systems

Bid No. 1949; OCC Stadium Sidewalk Renovation

Contractor: Sturgeon General Inc.

Additional Administrative Content

Created on 08/06/2008 at 11:48 AM by CCCDBG. Last update on 08/13/2008 by Jodi Rodriguez.

4.06 General Items of Business - Coastline Community College

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**1. Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Norway during Summer 2009**

After review by the Dean of Instruction, it is recommended by the Coastline Community College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in England during Summer 2009. Regina Hurley and Kara Mahotka-Patterson, part-time instructors, to serve as faculty. All logistical arrangements will be handled by a service provider that will be submitted for approval at a later date. (Revision is to add instructor. Prior Board Approval: 11/07/07)

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

2. Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Italy during Summer 2010

After review by the Dean of Instruction, it is recommended by the Coastline Community College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Italy during Summer 2010. Danielle Scane, full-time instructor, to serve as faculty. All logistical arrangements will be handled by a service provider that will be submitted for approval at a later date.

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

3. Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in England and France during Summer 2010

After review by the Dean of Instruction, it is recommended by the Coastline Community College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in England and France during Summer 2010. Claudine Hastings, and Heather Walker, part-time instructors, to serve as faculty. All logistical arrangements will be handled by a service provider that will be submitted for

approval at a later date.

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

4. Authorization for Coastline Community College to Conduct a Short-Term Study Abroad Program in Italy during Summer 2009

After review by the Deans of Instruction, it is recommended by the Coastline Community College President that authorization be given to enter into a standard travel contractor agreement to conduct a program in Italy during Summer 2009. Patricia M. Scarfone, part-time instructor, and Theresa Tarlos, full-time instructors, to serve as faculty. All logistical arrangements will be handled by a service provider that will be submitted for approval at a later date. (Revision is to add instructor. Prior Board Approval: 11/07/07)

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

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Laurie Swancutt; Last update on 08/13/2008 by Laurie Swancutt

Agenda Item

4.07 General Items of Business - Golden West College

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

NONE

Additional Administrative Content

Created on 07/22/2008 at 04:28 PM by Dolores Harper. Last update on 08/14/2008 by Nancy Hill.

Agenda Item

4.08 General Items of Business - Orange Coast College

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

NONE

Additional Administrative Content

Created on 07/22/2008 at 04:28 PM by Lynne Minton - Last update on 08/14/2008 by Nancy Hill

4.09 General Items of Business - District

Meeting: 08/20/2008 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

1. Authorization to Renew Agreement between XAP Corporation and the Coast Community College District for Students' Online Admission Application (CCC Apply) and Online Board of Governors Fee Waiver Application

After review by the Director of Risk Services, Administrative Director of District Information Services and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Coast Community College District to renew this Agreement with XAP Corporation. (See XAP Agreement, Attachment 7)

Coast implemented Student Online Admissions Applications, XAP Corporation's CCC Apply in April 2005. Funding for CCC Apply is provided by the California Community Colleges Chancellor's Office CCC Apply Mini-Grant Program; 100% through 2006-2007, 75% for 2007-2008; 50% for 2008-2009, 25% for 2009-2010. The Coast Board of Trustees accepted the CCC Apply Mini-Grant on May 4, 2005.

Coast implemented Board of Governors Fee Waiver Application in May 2007. The original agreement was approved by the Coast Board of Trustees on September 7, 2005.

It is further recommended that the Chancellor or Vice Chancellor of Administrative Services be authorized to sign this Agreement.

Fiscal Impact: \$19,155.55. \$13,798 for CCC Apply (after 50% Mini-Grant and 15% Multi-campus Discount) from general funds. \$5,357.55 for Board of Governors Fee Waiver Application from categorical funds.

2. Authorization to Negotiate a Tentative Agreement between Orange County Sanitation Department and Coast Community College District regarding the Calculation of Capital Facilities Fees

After review by the Administrative Director of Fiscal Affairs, it is recommended by the Vice Chancellor of Administrative Services that the Board of Trustees agree that the Orange County Superintendent of Schools be able to negotiate a tentative agreement on the district's behalf regarding the calculation of capital facilities fees due to the Orange County Sanitation District.

Fiscal Impact: None

3. Authorization to Purchase a Software Upgrade for the District's Telephone Switch Including a Three-year Software Maintenance Agreement from ROI Networks, Inc. to Cover the District's Centralized Voice Mail System and Telephone Switch Located on

Orange Coast College Campus Using CMAS Contract 306-70-1163A.

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

The District's centralized voice mail system and telephone switch, located at OCC, have recently been upgraded. A software maintenance agreement would ensure continued reliability with 8:00AM to 10:00PM equipment monitoring and software support, as well as all future software upgrades for both the District's centralized voice mail system and telephone switch. The purchase of a software upgrade for the telephone switch is required in order to purchase a maintenance agreement that includes future upgrades.

After extensive research and review by Director of Information Technology, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended that the Board of Trustees authorize the Director of Purchasing to issue a purchase order to ROI Networks, Inc. for a software upgrade and maintenance agreement using CMAS contract number 3-06-70-1163A and any applicable fees. (Please see attachment #8)

Fiscal Impact: **\$315,587.31** (General Funds)



ROI 8-20-08 Board Attachments.pdf



XAP Agreement with CM Signature Block.pdf

Additional Administrative Content

Created on Yesterday at 10:08 AM by Nancy Hill. Last update on 08/15/2008 by Nancy Hill.

Meeting: 08/20/2008 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

**RESOLUTION OF THE BOARD OF TRUSTEES OF COAST COMMUNITY COLLEGE
DISTRICT,
ORANGE COUNTY, CALIFORNIA**

WHEREAS, the State of California is projecting a state budget shortfall of \$17.2 billion dollars; and

WHEREAS, the Governor's proposed May revision budget represents a \$4.3 billion dollar reduction in appropriations for school districts, county offices of education and community college districts; and

WHEREAS, the State of California does not provide community colleges apportionment until the state budget is adopted; and

WHEREAS, the Department of Finance has recommended that the Legislature delay the \$2.5 billion dollars in categorical funding for schools to later in the 2008-2009 fiscal year; and

WHEREAS, the Coast Community College District (the "District") desires to request the County Treasurer to make a temporary transfer (the "Transfer") of monies to meet its current maintenance expenses; and

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

WHEREAS, the amount of the Transfer may not exceed 85% of the amount of money which will accrue to the District during the fiscal year; and

WHEREAS, the Transfer to the District will be made from and limited to the County of Orange Educational Investment Pool.

NOW, THEREFORE, BE IT RESOLVED that this Board does hereby:

1. Find and determine that the Transfer is in the public interest and serves a valid public purpose.
2. The District Board of Trustees hereby requests a transfer of monies to the District

from County monies in the County Treasurer's custody. The Transfer shall be in an amount, if any, determined by the Treasurer, not to exceed the lesser of (i) 85% of the anticipated revenues accruing to the District as certified by the District and confirmed by the County Auditor-Controller, or (ii) \$25,000,000. The District Vice Chancellor of Administrative Services is hereby authorized and directed for and on behalf of the District to formally request a Transfer in an amount and upon a date designated by the District Vice Chancellor of Administrative Services, not to exceed the limitations to such Transfer as provided herein.

3. The District hereby requests that the Transfer be made by the Treasurer in one or more installments and not prior to July 1, 2008, nor later than April 27, 2009. It is hereby requested that the Treasurer deposit Transfer installments to the District in the General Fund. All Transfers installments to the District will be made from and limited to the County of Orange Educational Investment Pool. The Transfer shall be repaid, no later than June 30, 2009.

4. Repayment of any Transfer installment shall be made from the revenues accruing to the District before any other obligation of the District is met from such revenue. Interest on any Transfer installment will accrue and be payable by the District.

5. The Form of Temporary Transfer Agreement is hereby approved in the form presented, and the District Vice Chancellor of Administrative Services is hereby authorized and directed to execute the Temporary Transfer Agreement on behalf of the District.

6. The Clerk/Secretary of the Board of Trustees is hereby directed to submit a certified copy of this Resolution to the Orange County Treasurer-Tax Collector.

7. This resolution shall take effect immediately.

Additional Administrative Content

Created on Yesterday at 11:58 AM by CCCDAAdsv. Last update on 08/14/2008 by CCCDAAdsv.

5.01 Reports Continued

Meeting: 08/20/2008 Regular Meeting
 Category: 5. Continuation of General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

1. Report from the Employee Representative Groups
2. Reports from the Presidents
3. Reports from the Board of Trustees
4. Consideration of California Community Colleges Board of Governors meetings

September 8-9, 2008	Sacramento	Agenda	Records
November 3-4, 2008	Sacramento	Agenda	Records

5. Opportunity for the Board to Review the Board Directives Log - (See Attachment 1)



8-20-08 Board Log.pdf

6. Review of Board Meeting Dates

September 3, 2008	First Wednesday	(Regular Meeting/Budget)
September 17, 2008	Third Wednesday	(Regular Meeting)
October 1, 2008	First Wednesday	(Regular Meeting)
October 15, 2008	Third Wednesday	(Regular Meeting)
November 5, 2008	First Wednesday	(Workshop Meeting)
November 19, 2008	Third Wednesday	(Regular Meeting)
December 10, 2008	Second Wednesday	(Regular/Organizational Meeting)

Tentative 2009 Board Meeting Dates for Board Review

January 21, 2009	Third Wednesday	(Regular Meeting)
February 4, 2009	First Wednesday	(Regular Meeting)
February 18, 2009	Third Wednesday	(Regular Meeting)
March 4, 2009	First Wednesday	(Regular Meeting)
March 18, 2009	Third Wednesday	(Budget Workshop)

April 1, 2009	First Wednesday	(Regular Meeting)
April 15, 2009	Third Wednesday	(Service Awards Meeting)
May 6, 2009	First Wednesday	(Regular Meeting)
May 20, 2009	Third Wednesday	(Regular Meeting)
June 17, 2009	Third Wednesday	(Regular Meeting)
July 15, 2009	Third Wednesday	(Regular Meeting)
August 5, 2009	First Wednesday	(Regular Meeting)
September 2, 2009	First Wednesday	(Regular Meeting)
September 16, 2009	Third Wednesday	(Regular Meeting)
October 7, 2009	First Wednesday	(Regular Meeting)
October 21, 2009	Third Wednesday	(Workshop Meeting)
November 4, 2009	First Wednesday	(Regular Meeting)
November 18, 2009	Third Wednesday	(Regular Meeting)
December 9, 2009	Second Wednesday	(Regular/Organizational Meeting)

Additional Administrative Content

Created on 07/15/2008 at 04:48 P.M. by Jodi Rodriguez. Last update on 08/15/2008 by Nancy Hill.

5.02 Review of Internal Audit Report

Meeting: 08/20/2008 Regular Meeting
Category: 5. Continuation of General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

The following Activity Report for the period April 1, 2008 to June 30, 2008, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

STATUS OF AUDIT WORK PERFORMED DURING THE QUARTER ENDED JUNE 2008

1. Change Fund Audit – During the reporting period, Internal Audit Services performed random counts of change funds at all of the campuses. No issues were noted.
2. Review of Bank Reconciliations – During the reporting period, Internal Audit Services reviewed account reconciliations for open bank accounts for the quarter ended March 2008.
3. GASB 35 Facilitation (Capital Assets) – During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition, random selections were made of assets purchased during fiscal 2007/2008 at each campus and verified as being tagged with the assigned asset number. Internal Audit Services also observed the physical inventory performed at Orange Coast College, noting no exceptions.
4. Construction Project Audits – During the reporting period, Internal Audit Services regularly attended two (2) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and state requirements.
5. Sales Tax Audit – During the reporting period, Internal Audit Services coordinated the request by the California Board of Equalization to audit various District purchase transactions to ensure that the appropriate sales tax has been paid on all transactions from 2005 through 2007.
6. Extended Opportunity Programs and Services (EOPS) Gas Cards – During the reporting period, Internal Audit Services reviewed the procedures related to gas and meal cards at each campus. Recommendations for improvements to internal controls have been suggested and are in the process of being implemented.
7. Raffles – During the reporting period, Internal Audit Services updated each campus and their respective Foundation on the Department of Justice requirements as it relates to proper administration of raffles. Procedures are being implemented at each campus Foundation to address the requirements. Internal Audit Services will continue to follow-up to ensure compliance with the applicable laws.
8. Emergency Messaging System – During the reporting period, Internal Audit

Services assisted Environmental Health & Safety and the campuses in determining the appropriate direction for the District as it relates to its mass notification system.

9. Coordination of External Audit – During the reporting period, Internal Audit Services coordinated the preliminary audit fieldwork of Vicenti, Lloyd & Stutzman LLP for fiscal year 2007/2008. Final audit testing will be performed on the Campuses in August and at the District in October.

Additional Administrative Content

Created on yesterday at 11:05 AM by Rickard Kudlik. Last update on 08/14/2008 by Jodi Rodriguez.

5.03 Review of Buildings and Grounds Reports

Meeting: 08/20/2008 Regular Meeting
 Category: 5. Continuation of General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content

Orange Coast College Sailing Center Upgrade (Addition of Women's Locker Room in Boathouse)

Architects: City Lights Design/BFA
 Programming Phase: February to March 2004
 Working Drawings: April to December 2006
 DSA Approval: December 2007
 Bid Process: January to February 2008
 Construction Start: March 2008
 Funding Source: Measure C General Obligation Bond
Status: The demolition work is complete and the underground work is underway.

Orange Coast College Center for Applied Science Renovation

Architect: LPA Architecture (Construction Manager: Seville Group)
 Est. Construction: July 2007 to August 2008
 Notice to Proceed: July 9 2007
 Funding Source: Measure C General Obligation Bond
Status: Contractor is completing elevator and lobby work. College will take beneficial occupancy of the building in August while contractor completes all the punch list work.

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
 Final Project Proposal Phase: May 2005
 Programming/Working Drawings: July 2007 to March 2008
DSA Approval: April to September 2008
 Funding Source: Measure C General Obligation Bond and State Capital Outlay Funds
Status: The architect has submitted the working drawings to DSA and expects to get back comments in August 2008. The project is estimated to be approved by DSA in September and the funds for construction released by the first of October.

Orange Coast College East West Utility Project

Architect: tBP Architecture (Construction Manager: C.W. Driver)
 Est. Construction: December 2007 to August 2008
Status: The change order submitted for the August 20th board will be a credit but the construction manager is working on a settlement with the final contractor for this project.

Golden West College Learning Resource Center

Architect: Steinberg Group (Construction Manager: URS)

DSA Approval: March 2008

Bid Process: Rebid in phases (Phase II will bid in September)

Funding Source: Measure C General Obligation Bond

Status: This project was bid in May 2008 but all bids were rejected. The project team has determined the best way to preserve the schedule is to bid this project as a multiple prime contract with URS Corp. acting as the construction category coordinators. Phase I has been bid and awarded with construction beginning in early August 2008. Phase II will bid in September 2008 with construction beginning in October 2008.

Golden West College Health Science Building

Architect: Perkins & Will (Construction Manager: Gafcon)

Est. Construction: July 2007 to July 2008

Notice to Proceed: July 9, 2007

Funding Source: Measure C General Obligation Bond

Status: Contractor is completing interior and exterior detail work. College will take beneficial occupancy of the building in August while contractor completes all the punch list work.

Golden West College Energy Project

ESCO Company: Southland Industries

Construction: January 2007

Est. Completion: 2009

Funding Source: Measure C General Obligation Bond

Status: This project is on schedule.

District Administration Building

Architect: Bundy Finkel Architects (Construction Manager: C.W. Driver)

Bid Awarded: March 2007 (Multiple Prime Contracts)

Funding Source: Measure C General Obligation Bond and District Funds

Status: Phase II (demolition of old buildings and construction of new parking lot) is underway and should be completed by the first week of September.

Additional Administrative Content

5.04 Additional Informative Discussion Topics

Meeting: 08/20/2008 Regular Meeting
Category: 5. Continuation of General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content**1. Review of the Conflict of Interest Code, Policy 040-11-1**

After review by the Vice Chancellor of Human Resources, it was recommended by the Chancellor that the Board review the amendments to Appendix A, Designated Positions, in compliance with the Coast Community College District Conflict of Interest Code. This item will be returned to the September 3, 2008 meeting for action by the Board of Trustees. (Please see attachment #11)



Conflict of Interest Policy 08-20-08.pdf

2. Review of Sample Resolution Formats

At the August 6, 2008 meeting of the Board, Trustees requested that a framework be developed for Resolutions, indicating a number, title and signature. At this time, Trustees shall have the opportunity to review sample Resolutions from other public agencies. Based on feedback and input from the Board, staff will finalize a system and format for managing Resolutions and implement it, beginning at the September 3, 2008 meeting. Sample Resolutions from the Newport-Mesa Unified School District, City of Costa Mesa, and Rancho Santiago Community College District are attached for review. (Please see attachment #9)

3. Discussion of Appointments to the Orange County Legislative Task Force

The Board of Trustees will discuss the appointment of one (1) Trustee and one (1) community member to serve on the 2008-2009 Orange County Legislative Task Force (OCLTF).

4. Report on Board of Trustees Meeting Room Electronics and Warranties**5. Issues Related to Orange Coast College Mathematics & Science/Engineering Department**

A member of the Public has requested the opportunity to speak to the Board of Trustees regarding issues related to the Orange Coast College Mathematics & Science/Engineering Department. At the request of Trustee Patterson, the Board shall have the opportunity to discuss this matter.

6. Opportunity for Board of Trustees' Discussion of the Study Session Agenda Format

At the August 6, 2008 meeting, Trustees discussed the Study Session format that was adopted at the April 2, 2008 meeting. The Board requested a copy of the Agenda format for its review. At the request of the Chairperson of the Board, Trustees shall have the opportunity to continue their discussion of the Study Session Agenda format. (Please see attachment #10)

Agenda Item

Adjournment

Meeting: 08/20/2008 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

Additional Administrative Content

Created on 07/15/2008 at 04:48 PM by Nancy Hill. Last update on 08/13/2008 by Leigh Noble.

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

Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I – In Prog X = Compl P=Pending	Comments
5/2/07	Consent Item 5a, Community Services Activities – GWC	Trustee Ruiz	Academic Senate Presidents & Staff	Requested that a process be developed to ensure that the non-credit courses being offered do not compete with credit courses at the colleges.	Prior to approving Summer 2008 courses		
8/15/07	2. Update on Project Voyager	Walt Howald	Academic Senate Presidents & College Presidents Vice Chancellor Admin. Svs.	Report back to the Board on the how the new Banner Software is working after its implementation. Report on Banner's efficiency.	October 1, 2008	Ongoing	
10/17/07	12. Board Trustees' Self Evaluation	Mary Hornbuckle	Chancellor Yglesias & Christian Teeter	Work with the Chancellor to plan a Board Retreat, held away from the formal setting of the District Board Room, to outline goals and work on developing a climate of mutual trust.	Date with Dr. Weary is in planning for Board & Chancellor	P	
2/26/08	6A. Examination of the Goals and Situation of the District	Mary Hornbuckle		Planning to occur for additional retreat session with Board, Chancellor, College Presidents, Vice Chancellors, Academic Senate Presidents and Union Presidents			
2/26/08	6B. Roles that the Board of Trustees and Chancellor Can, Do and Should Play in Serving the District Most Effectively	Jim Moreno; 2nd Mary Hornbuckle	Chancellor	Present District Agenda for review and prioritization by Trustees; Trustees will prioritize and add assignments to the Board of Trustees' Directives Log.	November 5, 2008		
1/16/08	12. Discussion of District General legal Counsel	Jim Moreno; 2nd by Mary Hornbuckle	Jerry Patterson/Walt Howald	Committee to discuss and report back to the Board	April 2, 2008	I P	

Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I – In Prog X = Compl P=Pending	Comments
2/20/08	Reports from Employee Representative Groups (Barbara Price)	Jerry Patterson; 2 nd by Mary Hornbuckle	Vice Chancellor Admin. Svs.	Prepare status report for the Board on these issues: Life Insurance/Disability/Fitness Program benefits for part time faculty Provide timeline and narrative of discussions with CCA	March 5, 2008 Report due March 31, 2008 for Trustees to discuss on April 2, 2008 June 18, 2008 September 3, 2008	I	
2/20/08	Policy Implementation	Jerry Patterson; 2 nd Walt Howald	Vice Chancellor HR refers to Attorney D. Larsen	Adopt the policy and procedures relating to Acceptable Use of Computer and Electronic Resource Systems (Policy #050-1-6.2), refer OCC faculty member Mr. Perkins' list of concerns to legal counsel for consideration, and report to the Board in six months.	September 3, 2008	P	
3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Jim Moreno	Vice Chancellor HR	Review of Classified hiring policy	December 2008	P	
3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Jim Moreno	Vice Chancellor HR	Review of Faculty hiring policy	January 2009	P	
3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Jim Moreno	Vice Chancellor HR	Review of Management hiring policy	February 2009	P	
3/5/08	10. Opportunity for Board to Review the Board Directives Log	Jerry Patterson; 2 nd Walt Howald	Staff	Revisit Participatory Governance Policies and Procedures	November 2008	P	
5/7/08	11. Opportunity to Conduct Annual Policy Review of Student Representative, Board of Trustees	Jerry Patterson; 2 nd Walt Howald	Chancellor	Refer this Policy (#Policy 010-2-14, <i>Student Representative, Board of Trustee.</i>) to the Chancellor, the District Student Council and each	October 2008	P	

Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I – In Prog X = Compl P=Pending	Comments
				college Student Government for their comments and brought back for Board review in October 2008.			
5/7/08	12. Opportunity for Board of Trustees' Review and Discussion of Student Representative Selection Process	Armando Ruiz; 2 nd Paul Bunch	Staff	Forward this policy (Policy 010-2-14.1, <i>Student Representative Selection Process</i>) to the 2008-2009 District Student Council and college Student Governments for review.	October 2008		
5/7/08	Consent Calendar	Jerry Patterson; 2 nd Armando Ruiz	Chancellor & Manager, Board Operations/Asst. to Chancellor	Staff to identify the criteria for determining whether items would be placed in the Action section or the Consent Calendar of the Agenda and report back to the Board.	January 2009	P	
6/18/08	General Information and Reports	Mary Hornbuckle; 2 nd Walt Howald	Vice Chancellor Admin. Svs.	Request for Revenue Allocation Model	August 2008	P	
6/18/08	General Information and Reports		Vice Chancellor HR	Request for Report on hires and diversity of the 3 colleges	September 3, 2008	P	
7/16/08	8. Opportunity for Board of Trustees' Discussion of GWC Academic Senate Resolution Advocating for Participatory Governance	Walt Howald; 2 nd Jim Moreno	Associate Vice Chancellor Ed. Svs.	Work with Vice Presidents and Academic Senates at three colleges to coordinate curriculum and make recommendations for coordinating grants among the three colleges and the district	September 3, 2008		
8/6/08	2.01 Reports from Academic Senate Presidents	Jerry Patterson; 2 nd Walt Howald	Staff	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in	November 5, 2008	P	

Meeting Date	Agenda Section/Page Number/Issue	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Meeting Due Date	Status I – In Prog X = Compl P=Pending	Comments
				relation to the Academic Senate			
8/6/08	3.02 Consent Calendar – Travel Authorization	Jerry Patterson/ 2 nd Mary Hornbuckle	Vice Chancellor HR	Bring travel items pulled from the Consent Calendar back at the next Board Meeting, giving the CCA Union the opportunity to verify and review membership status, and provide a report on travel application process.	August 20, 2008		
8/6/08	4.06 Resolutions	Jerry Patterson; 2 nd Mary Hornbuckle	Manager, Board Operations/Asst. to the Chancellor	Develop Resolution framework indicating Resolution number, date, title, and signature for future Resolutions.	August 20, 2008		
8/6/08	5.01 Reports	Walt Howald; 2 nd Jerry Patterson	College Presidents & Associate Vice Chancellor Ed. Svs.	Progress report on Accreditation status from the District and each of the three colleges	Status Report due November 19; Final report due January 21, 2009		
8/6/08	5.01 Reports	Mary Hornbuckle; 2 nd Walt Howald	Chancellor & Vice Chancellor HR	Set Closed Session meeting for August 20, 2008 regarding a personnel item.	August 20, 2008		
8/6/08	5.01 Reports	Jerry Patterson; 2 nd Walt Howald	Associate Vice Chancellor Ed. Svs.	Request that items regarding Accreditation be sent to Board Members immediately in the future and create a Reading File in the Board Office.	Ongoing		

**AGREEMENT TO PROVIDE
CLINICAL INTERNSHIP**

THIS AGREEMENT (the "Agreement") is made and entered into as of the first day of August, 2008, by and between THC – Orange County, Inc. ("Kindred") and Coast Community College District, a public educational form agency, located at 1370 Adams Avenue, Costa Mesa, California for Golden West College ("College").

RECITALS:

A. Kindred operates a hospital located in Westminster, California known as Kindred Hospital - Westminster ("Hospital").

B. Hospital and College desire to contribute to the education of College's registered nursing students ("Students") by providing the Students with the opportunity to participate in Hospital's clinical programs on the terms set forth herein.

C. Hospital and College are not parties to any existing following professional services agreements.

AGREEMENT:

NOW, THEREFORE, the parties hereto agree as follows:

1. **Assignment of Students.** College may assign 10-12 Students per day shift per semester for clinical observation and experience at Hospital. College will schedule Student hours, subject to Hospital approval. No Student shall be scheduled for more than 12 hours at the Hospital per week.

2. **Undertakings of College.** College agrees to perform the following duties:

a. College will provide all necessary instruction and supervision of Students through its faculty members and associated personnel (the "Supervisors"). Patient care services will remain under the control of Hospital. The Supervisors shall attend periodic staff meetings as requested by Hospital to become familiar with current Hospital policies and procedures.

b. College, its Supervisors and each Student will:

- i. adhere to the rules and regulations of Hospital;
- ii. participate fully in Hospital's quality improvement program (utilization review, quality improvement, infection control and risk management);
- iii. conduct all activities at Hospital in an acceptable manner under the profession's current standards;
- iv. satisfy the same physical examination requirements as are applied to Hospital employees and furnish written documentation of compliance; and

v. maintain the confidential nature of information and records regarding patients and Hospital's business operations.

3. **Undertakings of Hospital.** Hospital agrees to perform the following duties:

a. Hospital will afford Students adequate opportunity for clinical exposure and experience subject to the terms and conditions of this Agreement.

b. Hospital will permit Students and Supervisors to use, at their own expense, dining facilities generally available to Hospital employees.

c. Hospital will advise Supervisors from time to time concerning any changes or additions to relevant Hospital policies and procedures.

4. **Cooperation of Parties.** Hospital and College shall cooperate in providing a sound educational environment and quality patient care. Representatives of Hospital and College will confer, at such times as are mutually agreed upon, to evaluate the clinical program.

5. **Status of Parties and Students.** Students are participants in an educational program and do not replace any regular staff. If Hospital or College determines that a Student has violated any Hospital policies, procedures or regulations, breached applicable standards of care, breached the duty to maintain confidentiality, otherwise failed to satisfy any of the requirements set forth in Section 2 hereof or engaged in misconduct of any sort, Hospital or College may remove the Student temporarily or permanently from the clinical observation and experience program at Hospital and from the Hospital premises. No Student, Supervisor or any employee, agent or representative of College shall be considered an agent, employee, borrowed servant, joint venturer or partner with or of Hospital.

6. **Insurance.** College shall have, for all periods of time pertinent to this Agreement, in effect for itself, and for the Students, Supervisors and all other employees, agents and representatives of College involved with the clinical observation and experience program at Hospital ("Related Parties") comprehensive general liability and professional liability insurance with limits of not less than \$1,000,000 per occurrence or claim and shall furnish to Hospital on or before the effective date of this Agreement certificate(s) from the insurance carrier(s) evidencing such coverages and stating that the insurance carriers will not cancel the policies or change insurance limits or fail to renew the policies without giving Hospital at least thirty (30) days' written advance notice. Any deductibles or co-insurance are subject to approval by Hospital. Such insurance shall be primary with respect to any other insurance or self-insurance or other coverage available to Hospital. This covenant shall include the obligation to acquire "tail" coverage for any "claims made" policy as necessary until any applicable statute of limitation shall have expired. College shall advise Hospital in writing at least thirty (30) days in advance of the cancellation or non-renewal of any insurance policy referred to above. College shall also provide workers' compensation insurance for College and the Related Parties to the maximum applicable statutory limits.

7. **Compliance.** College acknowledges that it is aware of Kindred's compliance program and code of conduct. College certifies that it has provided each of its employees and/or students performing services under this Agreement with a copy of the summary of the code of conduct, which requires that all services provided to Hospital be performed in an ethical and legal manner. College certifies that it will fulfill its obligations under this Agreement in accordance with the standards set forth in the summary of the code of conduct.

8. **Parties' Relationship.** College will at all times act as an independent contractor and not as a partner or agent of Hospital. College will not act or hold itself out to third parties as a partner, employee, or agent of Hospital in the provision of services under this Agreement.

9. **Incurring Financial Obligation.** College will not incur any financial obligation on behalf of Kindred or Hospital without the prior written approval of Kindred.

10. **Access to Books and Records.** Upon the written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, College will make available those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available up to four (4) years after the rendering of such services. If College carries out any of the duties of this Agreement through a subcontract with a value of \$10,000 or more over a twelve (12) month period with a related individual or organization, College agrees to include this requirement in any such subcontract. This section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations promulgated thereunder.

11. **Regulatory Requirements.** Hospital and College will perform the services contemplated by this Agreement at all times in compliance with federal, state, and local law, rules, and regulations, the policies, rules, and regulations of Hospital, the medical staff bylaws, the applicable standards of the Joint Commission, and all currently accepted and approved methods and practices. The parties expressly agree that nothing contained in this Agreement shall require College to refer any patients to Hospital. Notwithstanding any unanticipated effect of any provisions of this Agreement, neither party will intentionally conduct itself in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs or other Federal programs.

12. **Term of Agreement and Termination.**

a. This Agreement shall be effective as of August 1, 2008 for an initial term of one (1) year and annually shall be automatically renewed for a one (1) year period, under like terms, unless otherwise terminated as provided herein. Notwithstanding the foregoing, either party may terminate this Agreement at any time upon the giving of thirty (30) days' written advance notice to the other. Such notice shall be effective upon delivery as follows:

To College:

Goldlen West College, Health Professions
15744 Golden West Street
Huntington Beach, CA 92647

With a copy to:

Vice Chancellor
Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

To Hospital:

Kindred Hospital – Westminster
200 Hospital Circle
Westminster, CA 92683
Attn: Chief Executive Officer

With a copy to:

THC – Orange County, Inc.
680 South Fourth Avenue
Louisville, KY 40202
Attn: President of Hospital Operations
cc: Chief Counsel, Hospital Division

b. Hospital may terminate this Agreement at any time upon the occurrence of any of the following:

- i. the inability, failure or neglect of College or a Related Party in a material manner to properly perform a duty or duties under this Agreement, or
- ii. a material violation by College or a Related Party of Hospital's rules and regulations.

13. **Certification.** College certifies, by executing this Agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal department or agency or by the state.

14. **Miscellaneous Provisions.**

a. **Governing Law; Severability.** This Agreement shall be construed under, and governed in accordance with, the laws of the state in which Hospital is located. The invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision.

b. **Nondiscrimination.** Neither party shall discriminate on the basis of race, color, sex, age, religion, national origin, sexual orientation, pregnancy, marital status, veteran

status or handicap in providing services under this Agreement or in the selection of employees or independent contractors.

c. **Headings.** The headings of this Agreement are inserted for convenience only and are not to be considered in the interpretation of this Agreement.

d. **Assignability.** Neither party may assign its rights or obligations hereunder without the prior written approval of the other.

e. **No Waiver.** No waiver of a breach of any provision of this Agreement will be construed to be a waiver of any other breach of this Agreement, whether of a similar or dissimilar nature.

f. **Survival.** Any provisions of this Agreement creating obligations extending beyond the term of this Agreement will survive the expiration or termination of this Agreement, regardless of the reason for such termination.

g. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties hereto and supersedes all prior or contemporaneous agreements, undertakings and understandings of the parties in connection with the subject matter hereof. This Agreement may be modified or amended only in writing duly signed by both parties.

h. **Confidentiality.** In order to facilitate the performance of this Agreement, each party may deem it necessary to disclose to the other certain proprietary and/or confidential information. Such information may include, without limitation, patient information, personnel information, financial information, market information, pricing information and service delivery information. Each party agrees to keep such information confidential.

i. **Electronic Storage of Agreement.** The parties agree that the original of the Agreement, including the signature pages, may be scanned and stored in a computer database or similar device, and that any printout or other output which is readable, and which is shown to be an accurate reproduction of the original of this document, may be used for any purpose just as if it were the original Agreement, including the proof of the content of the original writing and the signing of the original writing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the month, day and year first above written.

College

Hospital

By: _____
Typed Name: Wes Bryan
Title: President

By: _____
Typed Name: Norman Andrews
Title: Chief Executive Officer

Date: _____

Date: _____

District

By: _____
Typed Name: C.M. Brahmbhatt
Title: Vice Chancellor, Administrative
Services
Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 05G

Phone: 714-438-4673
Fax: 714-438-4895

TITLE: 05:Dennison Electric

DATE: 8/12/2008

PROJECT: OCC East/West Phase II

CCCD PROJ NO: 12070-973

TO: Attn: Alfred Dennison
Dennison Electric
10855 Portal Drive
Los Alamitos, CA 90720
Phone: 714.236.1190 Fax: 714.236.0190

CONTRACT NO: PO-

DSA NO:

ARCH PROJ NO: 20583.00

GC PROJ NO: 06506

CHANGES TO CONTRACT

00001 Temporary Construction Power/Unused Allowance Balance (\$70,061.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00005	Unused Allowance/Temp Power	(\$70,061.00)

Unit Cost: (\$70,061.00)

Unit Tax: \$0.00

Total: (\$70,061.00)

The Original Contract Sum was	\$4,265,000.00
Net Change by Previously Authorized Requests and Changes	(\$6,480.00)
The Contract Sum Prior to This Change Order was	\$4,258,520.00
The Contract Sum Will be Decreased	(\$70,061.00)
The New Contract Sum Including This Change Order	\$4,188,459.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Dennison Electric

Coast Community College District

TBP Architecture

By: _____

By: _____

By: _____

Alfred Dennison

C.M. Brahmabhatt

Matt Sommers

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____



Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07A

TITLE: 07: Reed Thomas Company, Inc.

DATE: 8/12/2008

PROJECT: District Administrative Offc Bldg

CCCD PROJ NO: 11020-985

TO: Attn: Daniel Broome
Reed Thomas Company
1025 N. Santiago,
Santa Ana, CA 92701
Phone: 714 558 7691 Fax: 714 558 7361

CONTRACT NO: PO-

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001

\$62,526.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Construction Waste Recycling	\$62,526.00

Unit Cost: \$62,526.00

Unit Tax: \$0.00

Total: \$62,526.00

Original Contract Sum was	\$693,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$693,000.00
The Contract Sum Will be Increased	\$62,526.00
The New Contract Sum Including This Change Order	\$755,526.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Reed Thomas Company

Coast Community College District

Bundy Finkel Architects

By: _____

By: _____

By: _____

Daniel Broome

C.M. Brahmbhatt

Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

Date: _____

Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07C

TITLE: 07: Anderson Charnesky Struct Steel
PROJECT: District Administrative Offc Bldg
TO: Attn: Maurice Walker
Anderson Charnesky Structural Steel,
353 Risco Circle
Beaumont, CA 92223
Phone: 951-769-5700 Fax: 951-769-5701

DATE: 8/12/2008
CCCD PROJ NO: 11020-985
CONTRACT NO: PO-304508
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001

(\$50,071.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00003	Unused Allowance Dollars	(\$50,071.00)

Unit Cost: (\$50,071.00)
Unit Tax: \$0.00
Total: (\$50,071.00)

The Original Contract Sum was	\$1,724,924.00
Net Change by Previously Authorized Requests and Changes	\$3,037.00
The Contract Sum Prior to This Change Order was	\$1,727,961.00
The Contract Sum Will be Decreased	(\$50,071.00)
The New Contract Sum Including This Change Order	\$1,677,890.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Anderson Charnesky Structural Steel, Coast Community College District

Bundy Finkel Architects

By: _____
Maurice Walker

By: _____
C.M. Brahmhatt

By: _____
Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07E

TITLE: 07: Gamma Builders

DATE: 8/12/2008

PROJECT: District Administrative Offc Bldg

CCCD PROJ NO: 11020-985

TO: Attn: Yaal Levanon

CONTRACT NO: PO - 304568

Gamma Builders

DSA NO:

27068 La Paz Rd.

ARCH PROJ NO:

St. 454

GC PROJ NO:

Aliso Viejo, CA 92656

Phone: 949 525-8835 Fax: 9492714655

CHANGES TO CONTRACT

00001

(\$9,402.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00004	Unused Allowance Dollars	(\$9,402.00)

Unit Cost: (\$9,402.00)

Unit Tax: \$0.00

Total: (\$9,402.00)

The Original Contract Sum was	\$388,300.00
Change by Previously Authorized Requests and Changes	\$12,413.00
The Contract Sum Prior to This Change Order was	\$400,713.00
The Contract Sum Will be Decreased	(\$9,402.00)
The New Contract Sum Including This Change Order	\$391,311.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Gamma Builders

Coast Community College District

Bundy Finkel Architects

By: _____

By: _____

By: _____

Yaal Levanon

C.M. Brahmbhatt

Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07L

TITLE: C.O. #07: Alcal Roofing&Insulation

DATE: 8/12/2008

PROJECT: District Administrative Offc Bldg

CCCD PROJ NO: 11020-985

TO: Attn: Art Jones

CONTRACT NO: PO-304533

Alcal Roofing

DSA NO:

1655 East Sixth Street

ARCH PROJ NO:

Unit B-4

Corona, CA 92879

GC PROJ NO:

Phone: 951-231-6700 Fax: 951-231-6701

CHANGES TO CONTRACT

00001

(\$7,978.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00004	Unused Allowance Dollars	(\$7,978.00)

Unit Cost: (\$7,978.00)

Unit Tax: \$0.00

Total: (\$7,978.00)

The Original Contract Sum was	\$331,898.00
Net Change by Previously Authorized Requests and Changes	\$21,182.00
The Contract Sum Prior to This Change Order was	\$353,080.00
The Contract Sum Will be Decreased	(\$7,978.00)
The New Contract Sum Including This Change Order	\$345,102.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Alcal Roofing

Coast Community College District

Bundy Finkel Architects

By: _____
Art Jones

By: _____
C.M. Brahmhatt

By: _____
Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07P

TITLE: C.O. #07:Stumbaugh & Associates

DATE: 8/12/2008

PROJECT: District Administrative Offc Bldg

CCCD PROJ NO: 11020-985

TO: Attn: Jeff Stumbaugh
Stumbaugh & Associates
3303 North San Fernando Boulevard
Burbank, CA 91504
Phone: 818-240-1627 Fax: 818-956-6684

CONTRACT NO: PO - 304529

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001

(\$5,000.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Unused Allowance Dollars	(\$5,000.00)

Unit Cost: (\$5,000.00)

Unit Tax: \$0.00

Total: (\$5,000.00)

The Original Contract Sum was	\$40,333.00
Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$40,333.00
The Contract Sum Will be Decreased	(\$5,000.00)
The New Contract Sum Including This Change Order	\$35,333.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

Stumbaugh & Associates

Coast Community College District

Bundy Finkel Architects

By: _____
Jeff Stumbaugh

By: _____
C.M. Brahmhatt

By: _____
Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07T

TITLE: C.O. #07: EMS Construction

DATE: 8/12/2008

PROJECT: District Administrative Offc Bldg

CCCD PROJ NO: 11020-985

TO: Attn: Sean Speck
EMS Construction
3160 Scott Street
Vista, CA 92083
Phone: 760-727-8292 Fax: 760-727-8240

CONTRACT NO: PO - 304766

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001 (\$22,250.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Unused Allowance Dollars	(\$22,250.00)

Unit Cost: (\$22,250.00)

Unit Tax: \$0.00

Total: (\$22,250.00)

The Original Contract Sum was	\$513,000.00
Net Change by Previously Authorized Requests and Changes	\$49,629.00
The Contract Sum Prior to This Change Order was	\$562,629.00
The Contract Sum Will be Decreased	(\$22,250.00)
The New Contract Sum Including This Change Order	\$540,379.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

EMS Construction

Coast Community College District

Bundy Finkel Architects

By: _____
Sean Speck

By: _____
C.M. Brahmhatt

By: _____
Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

1370 Adams Ave.

Costa Mesa, CA 92626

CHANGE ORDER

No. 07V

TITLE: C.O. #07: C&H Construction

DATE: 8/12/2008

PROJECT: District Administrative Offc Bldg

CCCD PROJ NO: 11020-985

TO: Attn: Mike Crowder
C&H Construction
2530 S. Yale St.
Santa Ana, CA 92704
Phone: 7145499281 Fax: 7145495202

CONTRACT NO: PO-304531

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001

(\$42,728.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Unused Allowance Dollars	(\$42,728.00)

Unit Cost: (\$42,728.00)

Unit Tax: \$0.00

Total: (\$42,728.00)

The Original Contract Sum was	\$681,000.00
at Change by Previously Authorized Requests and Changes	(\$656.00)
The Contract Sum Prior to This Change Order was	\$680,344.00
The Contract Sum Will be Decreased	(\$42,728.00)
The New Contract Sum Including This Change Order	\$637,616.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

Contractor accepts the terms and conditions stated above as full and final settlement of any and all claims arising from this Change Order. Contractor agrees to perform the above-described work in accordance with the above terms and in compliance with applicable sections of the Contract Documents. This Change Order is hereby agreed to, accepted and approved, all in accordance with the General Conditions of the Contract Documents.

C&H Construction

Coast Community College District

Bundy Finkel Architects

By: _____
Mike Crowder

By: _____
C.M. Brahmabhatt

By: _____
Tim Bundy

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____





KENDALL/HUNT PUBLISHING COMPANY
4050 Westmark Drive P.O. Box 1840 Dubuque, Iowa 52004-1840

AGREEMENT

THIS AGREEMENT made in the City of Dubuque, Iowa on this 12th day of March, 2008 between Kendall/Hunt Publishing Company (hereinafter called the "Publisher") and Coast Community College District, and Coast Learning Systems, an ancillary of the Coast Community College District, a public educational agency (hereinafter called the "Author").

That for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties mutually agree as follows:

- | | |
|----------------------------------|---|
| Subject and Title of Work | 1. The Author will prepare and supply to the Publisher camera ready mechanicals suitable for offset lithography on the subject of <u>Music</u> having a working title of: <u>Introduction to World Music Online</u> hereinafter called the "Work". |
| Copyright | 2. The Author hereby, and by separate Agreement, bearing even date herewith, assigns to the Publisher the exclusive rights to publicly distribute, to publicly perform, and to publicly display the Work. Registration of the Work in the Copyright office shall be the responsibility of the Publisher with any costs attendant thereto borne by the Publisher. The Publisher agrees that the Author shall hold any and all rights in, and flowing from the "Work" (including any derivatives thereof) except as described herein, including, but not limited to any and all copyrights, trademarks, and trade names throughout the world in perpetuity. |
| Manuscript Delivery | 3. Camera ready art for the print component will be delivered by the Author on or before <u>September 9, 2008</u> . The work in final published form will be approximately <u>250</u> pages. If the Author fails to meet this delivery date, or any extended delivery date designated by the Publisher, or if the camera ready art as delivered is unacceptable to the Publisher based upon the criteria set forth in Clause 10, the Publisher shall have the right to terminate this Agreement. |
| Manuscript Form | 4. The Author will deliver the camera ready art in print ready format. A second copy of the camera ready art will be retained by the Author. The Author's camera ready art will contain the following as appropriate: title page, preface or foreword (if any), and detailed table of contents. |
| Illustrations | 5. The Author will deliver to the Publisher all illustrations cropped and marked for inclusion in the camera-ready art and/or in-place for inclusion in the work. Delivery of said illustrations to the Publisher shall be made on or before the delivery date specified for the final manuscript. |
| Glossary | 6. The Author will develop and include an appropriate glossary for this work. |

- Copyrighted Material** 7. The work will contain no material for other copyrighted works without the written permission of the owner of such copyrighted material.
- Ancillary Materials** 8. The Author will be responsible for the development and distribution of ancillary materials to support the work.
- Royalty** 9. The Publisher agrees to pay the Author a royalty on actual monies received for net sales (gross sales less returns) of the work sold by the Publisher according to the following schedule:

On each new edition: 30% of net sales up to 2,500 copies.

40% of net on 2,501 copies and above.

On sales discounted more than 20%, royalty rate will be one-half.

- Publisher's Acceptance** 10. It is understood that Publisher's acceptance of the Work is conditioned upon Publisher's determination, in Publisher's sole discretion, of the suitability of the Work for publication based on, but not limited to, editorial content, marketability, anticipated sales, physical requirements, costs of production.

- Author's Warranty** 11. The Author warrants that it is the sole and exclusive owner and author of the work and/or has the appropriate and releases to publish and sell the Work. The Author warrants that the Work does not in any way infringe upon and copyright, violate and proprietary rights, or contain any scandalous, libelous, injurious, or unlawful matter.

- Editing and Publication** 12. The Publisher has the right to request revisions to the camera-ready art provided by the Author. When the work is deemed acceptable for publication, the Publisher shall publish the work at its own expense and at such time and in such style and manner as it deems suitable, including the use of all customary means of marketing the work. The plates, negatives and other material developed in the process of printing the work shall be and remain at all times the property of the Publisher.

- Price** 13. The Publisher shall have the sole right to determine the price at which the work published hereunder shall be sold.

- Author's Copies** 14. The Publisher shall furnish each Author 25 copies of each edition of the work published, at no cost. Additional copies will be furnished the Author at current college bookstore discount.

- Accountings** 15. The Publisher shall render a statement of account and payment of royalty in May with respect to sales from the preceding November 1 through April 30, and in November with respect to sales from the preceding May 1 through October 31. In the event that royalties accrued on behalf of the Author for any such royalty accounting period is less than \$25, said statement of account and payment of royalty may be deferred until the next succeeding period in which accrued royalties equal or exceed \$25. The Publisher agrees to keep complete books of account insofar as they relate to the publishing and sale of said work and the sale of any licensing rights therein. Author shall have right of inspection during normal business hours with at least 48 hours notice.

- Licensing Rights** 16. The Publisher shall have no right to license this Work for publication by others.
- Competitive Material** 17. The Author agrees that during the existence of this Agreement Coast Learning Systems will not, without the written consent of the Publisher, prepare or assist in the preparation of any other work which might in any way interfere or conflict with the sale of any work covered by this Agreement.
- Excess Copies** 18. If the Publisher has copies of books on hand which in its judgment could not be sold on usual terms within a reasonable time, the Publisher may sell such copies at the best price it can obtain. If such copies are sold at or below the Publisher's costs, no royalty shall be paid to the Author on such sales. In the event the copies are sold for an amount in excess of the Publisher's costs, the Author shall be paid a royalty based upon the schedule set out in Clause 9 hereof or shall be given the difference between the sales price on the copies and the Publishers costs, whichever is the lesser.
- Out of Print Provision** 19. When in the judgment of the Publisher, the demand for the work is no longer sufficient to warrant its continued publication, the Publisher or the Author may discontinue further manufacture of the work. Following such discontinuance of manufacturing of the work, the Publisher may destroy any or all plates, copies of the work, and sheets without liability to the Author.
- Revision** 20. The Author shall revise the first and any subsequent editions of the work every three years and provide new camera-ready art to the Publishers. The provisions of this Agreement, either party shall where applicable, shall apply to each revision of the work by the Author as though that revision were the work being published for the first time under this Agreement. In the event the Author fails to supply revisions acceptable to the Publisher within a reasonable period of time after having been requested to do so by the Publisher, the Publisher may terminate this Agreement.
- Termination** 21. Anytime after two years from the date of first distribution pursuant this Agreement either party may, with or without cause on six (6) months written notice, terminate this Agreement. Notwithstanding termination by either party, however, Publisher shall have the right to distribute and sell its then-remaining inventory upon the same terms and conditions as set forth herein.
- Consequences** 22. In the event this Agreement is terminated pursuant to the provisions of clauses 3 or 10 above, the Publisher shall return all unpublished materials to the Author, and the Author shall return to the Publisher all monies theretofore advanced by the Publisher. The party respectively fulfilling such duty shall be released and discharged from any and all claims that the other party may have arising out of this Agreement, excluding royalties already due the Author for sale of the work by the Publisher.
- Indemnity** 23. Each party shall defend, indemnify, and hold harmless the other from all damages, expenses, cost and charges (including reasonable counsel fees), resulting from any third-party suits, proceeding or claims asserted against the other (individually or collectively) arising out of the indemnifying party's breach

of any of the representations or warranties made by it hereunder. In the event of claim, demand, or suit against the Publisher by reason of any violation of proprietary right or copyright, or by reason of any libelous, unlawful, or otherwise injurious material contained in the Work, the dispute, and unless and until such claim, demand, or suit has been settled or withdrawn, the Publisher may withhold and sums due the Author under this Agreement. The Author shall indemnify and hold harmless the Publisher for expenses incurred in the defense of such claim, demand, or suit, including attorney's fees, and for any recovery finally obtained by the claimant as a result thereof.

The warranties and representations contained in Paragraph 11 and indemnity contained in the Paragraph (23) will survive the expiration of termination of the Agreement.

Default

24. Each of the following events in as "event of default:"

- (a) A party commits a material breach of this agreement and fails to cure such breach with ten days from the effective date of notice in the case of a failure to make any payment when due hereunder or within sixty (60) days after having received written notice from the other party to perform any other material breach provided, however, if such cure is reasonably capable of being performed, but of being performed within sixty (60) days, it will not constitute an event of default as long as the breaching party promptly commences to cure and thereafter proceeds diligently and continuously to cure.
- (b) If (i) a party becomes insolvent, or (ii) if application, petition, proceeding is made or begun by or against it or its property involving or relating to insolvency, bankruptcy, reorganization or liquidation, receivership or assignment for the benefit of creditor and is not dismissed with ninety (90) days, or (iii) if a party ceases to be actively engaged in the business of course development and/or course distribution, in each case without first having arranged for the performance of its duties hereunder by and assignee or delegate permitted pursuant to paragraph (11) hereof.

Choice of Law

25. This agreement is to be governed by and interpreted in accordance with the laws of the State of California. If any action is brought arising out of this agreement, including but not limited to any claim for breach of the same, interpretation of the same, cancellation or specific performance, said action shall be brought in the appropriate court in Orange County, California.

26. Except for claims of indemnity arising from third party claims, and notwithstanding anything to the contrary and to the extent allowed by law, neither party shall be liable to the other for any special, indirect, exemplary, punitive, consequential, or incidental damages (including without limitation, lost revenues, anticipated revenues or profits relating to the same) arising from any claim relating directly or indirectly to the Agreement whether such claim is based on contract or tort (including without limitation negligence or strict liability) even if the parties are advised of the likelihood of possibility of the same.

Benefit

27. This Agreement shall bind the heirs, assigns, executors or administrators of the Author and the assigns or successors of the Publisher.

Other

28. a) This product will consist of components: a loose-leaf text book (3-hole

drilled), packaged with three (3) music CD's (compact discs).

- b) The Publisher will work with Authors and (contract with a) music supplier to provide three (3) music CD's for the pack; approximately (240) minutes of music.
- c) PUBLISHER agrees to collect a "course license fee" of thirty dollars (\$30.00), set at the discretion of DISTRICT, for each publication sold under the subject Agreement. In consideration for this valuable service, Kendall/Hunt is authorized by DISTRICT to retain three dollars (\$3.00) from each "course license fee" collected. The remaining amount will be paid to DISTRICT along with and at the same time as the DISTRICT'S share of royalty fees.
- d) DISTRICT will have the right to modify the "course license fee" by providing the PUBLISHER with written notice six (6) months prior to the effective date of the desired change.
- e) The "course license fee" will be separate and apart from the publication price as defined in Paragraph (13) of the subject Agreement. PUBLISHER will be responsible for calculation the new "actual total sale cost", (e.g., "course license fee" plus "publication fee") and conveying that to purchasers. As a result of this Amendment, Paragraph (13) in the Agreement will be replaced by the following:

The PUBLISHER shall have the right to determine the price at which the work publisher hereunder will be sold ("publication fee"), exclusive of the "course license fee," which will be added to the PUBLISHER'S sale price to determine the "actual total sale price" of the publication.
- f) "Course license fee" as described herein, are separate and apart from calculation of the Author's royalty as defined in Paragraph (9) of the subject agreement. Net revenue and payable royalties, as defined in Paragraph (9), as a result of this Amendment shall be calculated on "publication fees" alone as described in Paragraph (3) of the Amendment, e.g., publication revenue collected minus any and all "course license fees." All other terms and conditions of Author royalties described in Paragraph (9) of the Agreement remain the same.
- g) All other terms and conditions of the Agreement remain in effect.

Notices

29. Any notices to be given hereunder by either party to the other shall be in writing and may be affected by personal delivery, by commercial air express delivery service or by mail, registered and certified, postage prepaid with return receipt requested. All notices shall be addressed to the persons at the address set forth below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed given as the actual receipt, air expressed notices shall be deemed given on the next business day after pickup by or delivery to the delivery service; mailed notices will be deemed given as of ten (10) days after mailing.

For the District: **Vice Chancellor, Office of Administrative Services**
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

With a copy to: **Administrative Dean, ISD**
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

For the Publisher: **Kendall/Hunt Publishing Company**
David L. Tart
Vice President Higher Education Division
4050 Westmark Drive, P.O. Box 1840
Dubuque, IA 52004-1840

IN WITNESS WHEREOF:

The parties have executed this Agreement the day and year first above written.

Approved:
Coast Community College District

By _____

C.M. Brahmbhatt,
Vice Chancellor, Office of Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Federal I.D. # _____

Accepted:
Kendall/Hunt Publishing Company

By _____

David L. Tart
Vice President Higher Education Division
Kendall/Hunt Publishing Company

APPROVED AS TO LEGAL REQUIREMENTS

Milford W. Dahl, Jr., Counsel
Coast Community College District

Date: _____



KENDALL/HUNT PUBLISHING COMPANY
4050 Westmark Drive P.O. Box 1840 Dubuque, Iowa 52004-1840

ASSIGNMENT OF COPYRIGHT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Coast Community College District, hereinafter referred to as the "Author", hereby assigns and transfers the exclusive copyright in the Work entitled: Introduction to World Music Online (1st Edition) to Kendall/Hunt Publishing Company, hereinafter referred to as the "Publisher". The parties further agree that the Publisher is authorized to record this instrument of transfer of copyright with the United States Copyright Office.

This Assignment made in the City of Dubuque, Iowa, on February 12, 2008.

Approved:
Coast Community College District

By _____

C.M. Brahmbhatt,
Vice Chancellor, Office of Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Federal I.D. # _____

Accepted:
Kendall/Hunt Publishing Company

By _____

David L. Tart
Vice President Higher Education Division
Kendall/Hunt Publishing Company



KENDALL/HUNT PUBLISHING COMPANY
4050 Westmark Drive P.O. Box 1840 Dubuque, Iowa 52004-1840

ASSIGNMENT OF COPYRIGHT

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged,
Coast Community College District, hereinafter referred to as the "Author", hereby assigns and transfers the exclusive copyright in the Work entitled: **Introduction to World Music Online (1st Edition)** to Kendall/Hunt Publishing Company, hereinafter referred to as the "Publisher". The parties further agree that the Publisher is authorized to record this instrument of transfer of copyright with the United States Copyright Office.

This Assignment made in the City of Dubuque, Iowa, on **February 12, 2008**.

Approved:
Coast Community College District

By _____

C.M. Brahmhatt,
Vice Chancellor, Office of Administrative Services
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Federal I.D. # _____

Accepted:
Kendall/Hunt Publishing Company

By _____

David L. Tart
Vice President Higher Education Division
Kendall/Hunt Publishing Company

**CHAPMAN UNIVERSITY
ATHLETIC TRAINING EDUCATION PROGRAM**

AFFILIATED SITE AGREEMENT

This AGREEMENT is made and entered into this *Friday, May 30, 2008* between CHAPMAN UNIVERSITY, hereafter referred to as the "UNIVERSITY" and **ORANGE COAST COLLEGE**, hereafter referred to as the "AFFILIATED SITE".

WHEREAS:

The UNIVERSITY has a major in Athletic Training which awards a Bachelor of Science degree in Athletic Training and is accredited by the Western Association of Schools and Colleges, and;

The UNIVERSITY desires the cooperation of the AFFILIATED SITE and its staff in the development, implementation and evaluation of the athletic training student clinical experience and professional preparation and;

The AFFILIATED SITE Certified Athletic Trainer (ATC) must be recognized as an Approved Clinical Instructor (ACI) defined by the Commission on Accreditation of Athletic Training Education (CAATE) and Chapman University Athletic Training Education Program (CUATEP). This recognition includes the participation of the AFFILIATED SITE Certified Athletic Trainer in a five-hour clinical education instructor workshop delivered by the CUATEP Program Director and Clinical Coordinator, both of whom are Clinical Instructor Educators; and

The AFFILIATED SITE health-care provider (e.g., Physician, Physician Assistant, Nurse, Physical Therapist, etc.) who is not a certified athletic trainer (ATC) must be recognized as a Clinical Instructor (CI) defined by the Commission on Accreditation of Athletic Training Education (CAATE) and Chapman University Athletic Training Education Program (CUATEP).

The AFFILIATED SITE will benefit from the professional services provided by the athletic training students of UNIVERSITY, and;

The parties have found it to be in the public interest for the AFFILIATED SITE to join the UNIVERSITY in satisfying the curriculum requirements and professional preparation of athletic training students.

NOW, THEREFORE, UNIVERSITY and AFFILIATED SITE agree to the following terms and conditions for the establishment and operation of a clinical education program.

I. THE PARTIES MUTUALLY AGREE:

- A. This AGREEMENT shall continue in force, effect from July 30, 2008 to, and including May 31, 2011. This AGREEMENT may be renewed for a one-year period by mutual consent of both parties. This AGREEMENT may be terminated by either party with or without cause upon ninety (90) days written notice, provided that (subject to the other

terms of this AGREEMENT) all students currently enrolled in the Program at the AFFILIATED SITE at the time of notice of termination shall be given the opportunity to complete the program at the AFFILIATED SITE.

- B. The parties shall follow the cognitive and psychomotor competencies and clinical proficiencies specified by CAATE for the clinical education experience, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students.
- C. The period for each athletic training student's clinical experience shall be mutually agreed upon prior to beginning the clinical education program.
- D. The number of students able to participate in the AFFILIATED SITE'S clinical education program will be mutually determined by agreement of the parties and may be altered by mutual agreement, with due consideration given to the clinical space available, not to exceed the standard 8 (eight) athletic training students to 1 (one) ACI/CI ratio.
- E. The Affiliated Site ACI/CI *may be* eligible for pay or remuneration for participation in this program beyond the 5.0 Continuing Education Units from the Board of Certification (BOC), Inc. for attending the CUATEP clinical instructor workshop. Criteria for pay or remuneration are as follows:
 - Instructing & Supervising one or more Athletic Training Student(s) (ATS) at the Affiliated Site during the semester;
 - Providing written evaluation of ATS(s) performance at the midterm and final week during the semester;
 - Positive written evaluation comments by the ATS(s) of the Affiliated Site and ACI/CI
 - Standard stipend remuneration will be:
 - 1. \$250 per semesterStipends will be processed during each semester of the academic year
- F. AFFILIATED SITE may request UNIVERSITY to withdraw from AFFILIATED SITE'S clinical experience program any student who AFFILIATED SITE determines is not performing satisfactorily, or who refuses to follow AFFILIATED SITE'S administrative and patient care policies, procedures, rules and regulations. Such request shall be in writing and must include a statement of reason(s) why AFFILIATED SITE desires to have the student withdrawn. UNIVERSITY may withdraw a student from the clinical program at any time, upon written notice to the AFFILIATED SITE.
- G. Neither party shall discriminate in the assignment of athletic training students based on race, color, disability, sex, religion, national origin, ancestry, or any other basis prohibited by law.
- H. UNIVERSITY agrees to indemnify, save harmless, and defend the AFFILIATED SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the AFFILIATED SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of UNIVERSITY, its agents, or employees.

- I. The AFFILIATED SITE agrees to indemnify, save harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agents and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this AGREEMENT, and due or claimed to be due to the negligence of the AFFILIATED SITE, its agents, or employees.
- J. A party that is entitled to indemnification under paragraph H. or I. above is referred to herein as an "Indemnified Party," and a party required to indemnify another party under either such paragraph is referred to herein as an "Indemnifying Party."

Promptly after receipt by an Indemnified Party of notice of the commencement of any action or claim for which such party believes it is entitled to indemnification hereunder (a "Claim"), such Indemnified Party will notify (a "Claims Notice") the Indemnifying Party of such action or claim; but the failure to notify or delay in notifying the Indemnifying Party will not relieve it from any liability which it may have to any Indemnified Party except to the extent of any actual prejudice to the Indemnifying Party from such failure or delay. Such actual prejudice may consist of the Indemnifying Party's loss or impairment of rights to obtain defense of a Claim from its insurance company, or loss of any other rights under any insurance policy.

The Indemnifying Party shall have the right to undertake the defense thereof by representatives of its own choosing (including those of its insurance company) that are reasonably satisfactory to the Indemnified Party. The legal counsel selected by an Indemnifying Party's insurance company shall conclusively be deemed satisfactory to the Indemnified Party unless the insurance company recognizes the Indemnifying Party's right to select counsel. If the Indemnifying Party, by the fifteenth day after receipt of a Claims Notice (or, if earlier, by the fifth day preceding the day on which an answer or other pleading must be served in order to prevent judgment by default in favor of the person asserting such claim), does not elect to defend against such claim, the Indemnified Party will (upon further notice to the Indemnifying Party) have the right to undertake the defense, compromise or settlement of such claim on behalf of and for the account and risk of the Indemnifying Party; provided however that the Indemnifying Party shall have the right to assume the defense of such claim with counsel of its own choosing at any time prior to settlement, compromise or final determination thereof.

An Indemnifying Party may settle a Claim only with the consent of the Indemnified Party. If the Indemnified Party refuses to consent to a settlement: (a) that is acceptable to the Indemnifying Party; (b) provides for a release of the Indemnified Party with respect to the Claim; and (c) that does not require any payment or other act (other than a customary confidentiality agreement) on the part of the Indemnified Party, then Indemnified Party's liability with respect to such Claim is limited to the amount for which that Claim could have been settled and defense costs incurred by the Indemnifying Party or with its consent up to the date of such refusal.

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II. AFFILIATED SITE AGREES:

- A. To provide time and training for the ACI/CI who supervises and coordinates the clinical education experience with the CUATEP Clinical Coordinator. The aforementioned individual shall meet the criteria established by the Board of Certification, (BOC) Inc., and CAATE standards for the supervision of athletic training students in the clinical education setting.
- B. To provide the ACI/CI with reasonable time to plan and implement the clinical education experience including, when feasible, time to attend relevant meetings and conferences.
- C. To structure the clinical experience as needed to meet the educational competencies and clinical proficiencies specified by CAATE, utilize methods for their implementation and continually evaluate the effectiveness of the clinical experience in meeting the didactic and clinical delivery of the curriculum for athletic training students. The AFFILIATED SITE will attempt to meet the mission, goals and objectives set forth by CUATEP within the constraints of the AFFILIATED SITES physical environment, patient load, and clinical experience.
- D. To advise UNIVERSITY of any changes in its personnel, operation, or policies which may affect the clinical education experience.
- E. To provide the assigned athletic training student, whenever possible with the use of library resources, reference materials and other specialized learning experiences.
- F. To provide the athletic training student with a copy of the AFFILIATED SITE'S rules, regulations, policies, and procedures, with which the athletic training student is expected to comply with, including but not limited to blood-borne pathogens, HBV, OSHA, Americans with Disabilities Act.
- G. To provide for emergency health care of the athletic training student in case of accident at the expense of the student.
- H. Upon reasonable request, to permit UNIVERSITY and/or appropriate agencies charged with the responsibility of accrediting or approving the athletic training education program to inspect the clinical facilities, services available for clinical experience, student records and other materials pertaining to the clinical education program.
- I. To evaluate the performance of the athletic training student on a regular basis using the evaluation form provided by CUATEP at the midterm and end of semester. UNIVERSITY is to be notified, by at least midterm, of any serious deficit noted in that assigned athletic training student's ability to accomplish the objectives set forth for that clinical experience. (It will then be the mutual responsibility of the assigned student, ACI/CI to devise a plan by which the student may be assisted to achieve the stated objectives.)

- J. To forward a copy of the student's final written evaluation of clinical rotation objectives reflecting competency completion and clinical proficiency acquisition, upon completion of the clinical education experience to be received by CUATEP Director and/or Clinical Coordinator within five (5) working days of the end of a semester.
- K. The AFFILIATED SITE agrees to comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation laws relating to the confidentiality of student records.
- L. To promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the AFFILIATED SITE or involving employees or agents of the AFFILIATED SITE, to take prompt and effective remedial action when discrimination or harassment is found to have occurred, and to promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- M. To provide, upon request by any participating student, with such reasonable accommodations at the AFFILIATED SITE as required by law in order to allow qualified disabled students to participate in the program.
- N. The AFFILIATED SITE will maintain the following minimal coverage in full force and effect, at its sole expense and written by carriers acceptable to UNIVERSITY:
- i. Commercial General Liability (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - \$2,000,000 General Aggregate
 - \$1,000,000 Products Aggregate
 - \$1,000,000 Personal Injury
 - \$5,000 Medical Payments
 - Coverage:
 - Premises/Operation Liability
 - Medical Payment Liability
 - Contractual Liability
 - Personal Injury Liability
 - Independent Contractors
 - ii. Business Auto (Minimum Requirements):
 - Limits of Liability:
 - \$1,000,000 Combined Single Limit
 - Coverage:
 - Business Auto Liability including owned, hired, and-owned autos
 - iii. Certificates of Insurance:

UNIVERSITY will require 30 days written notice before cancellation, or any reduction or material change in coverage.

Certificates of insurance shall be furnished relative to aforementioned policies at the execution of this AGREEMENT, and each succeeding year, subject to the approval of the UNIVERSITY.

III. UNIVERSITY AGREES:

- A. To assume responsibility for the professional preparation of the athletic training student in compliance with the curriculum standards as set forth by CAATE & the BOC, Inc.
- B. To establish and maintain ongoing communication with the ACI/CI of clinical education at the AFFILIATED SITE on items pertinent to athletic training education and the clinical education of athletic training students enrolled in the CUATEP. (Such communication might include, but is not limited to, a description of the experience, student biographical information, policies, faculty qualification, etc.) On-site visits will be arranged when feasible or upon request by the AFFILIATED SITE Approved Clinical Instructor/ATC.
- C. To place at the AFFILIATED SITE only those athletic training students who have satisfactorily completed the prerequisite didactic portion of the curriculum.
- D. To inform the athletic training student of the AFFILIATED SITE'S requirements for acceptance when applicable.
- E. To provide upon request, the AFFILIATED SITE written certification concerning the student's health and any immunization against communicable diseases requested by the AFFILIATED SITE upon receipt by the CUATEP Director and/or Clinical Coordinator.
- F. To provide the AFFILIATED SITE, upon request, with a copy of the documentation evidencing professional liability insurance coverage through Chapman University for any participating student, relative to bodily injury and property damage to others caused by the student's personal activities.
- G. To supply the ACI/CI at an AFFILIATED SITE with all appropriate didactic and clinical syllabi and evaluation instruments reflecting the educational competencies and clinical proficiencies necessary for proper clinical education instruction, supervision and evaluation.
- H. To have each athletic training student provide, prior to commencement of the clinical experience, such confidential information as may be required by the AFFILIATED SITE as deemed necessary for the training and guidance of the students, together with the student's authorization for release of such information, as required by law.
- I. That the athletic training students are not employees of the AFFILIATED SITE and they will not receive compensation from said AFFILIATED SITE.

- J. To inform the athletic training students that they must abide by existing rules and regulations of the AFFILIATED SITE.
- K. To inform the athletic training students that they must be cleared, if required by the AFFILIATED SITE, from an absence caused by injury or illness, by a physician.
- L. That the athletic training student will provide evidence of health insurance coverage at the beginning of the clinical experience.

This AGREEMENT fully supersedes any and all prior AGREEMENTS or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof, and no change in, modification of or addition, amendment or supplement to this AGREEMENT shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this AGREEMENT.

SIGNATURES:

CHAPMAN UNIVERSITY

Daniele C. Struppa, Ph.D.
Chancellor
Chapman University

Date

Orange Coast College

Signature
C.M. Brahmhatt
Vice Chancellor, Administrative Services
Coast Community College District

Date

Signature
Affiliated Site Authorized Representative

Date

Print Title

**INSTITUTION AGREEMENT
BETWEEN
COAST COMMUNITY COLLEGE DISTRICT
AND
XAP CORPORATION**

This Institution Agreement ("Institution Agreement") between the **Coast Community College District** (the "INSTITUTION"), having offices at 1370 Adams Ave. Bldg. "C" Costa Mesa, Ca. 92626 and **XAP Corporation** ("XAP"), having offices at 3534 Hayden Avenue, Culver City, California 90232, is made and entered as of the **July 1, 2008** (the "Effective Date") with respect to the INSTITUTION's participation in an online electronic admission application system for the California Community College System ("CCC"), known as CCCApply (the "System"), operated by XAP,.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the INSTITUTION and XAP do hereby agree as follows:

1. XAP operates the System for CCC colleges and districts pursuant to a Design, Development, Operation and Maintenance Agreement dated September 1, 2003 between Butte-Glenn Community College District acting for CCC and XAP (the "Butte-Glenn Agreement"), as amended. The System presents an electronic online common admission application (the "Common Application") for California Community Colleges participating in the System, which XAP will update annually pursuant to the Butte-Glenn Agreement. In addition, California Community Colleges participating in the System may have a college-specific electronic online admission application supplement (a "Supplement") created utilizing XAP's supplemental application building utility included as part of the System. The INSTITUTION agrees to participate in the System, and XAP shall provide the supplemental application building utility to the INSTITUTION and shall make provision for an INSTITUTION-specific Supplement to be included as part of the System.

From time to time, CCC has engaged XAP to design and develop additional electronic online applications ("Additional Applications") that are then made available for use in connection with the System by CCC colleges and districts for an additional fee. At the present time, three such Additional Applications are available: an online electronic Board of Governors Fee Waiver Application (the "BOG Fee Waiver Application"), an International Application (the "International Application") which may be coupled with XAP's Process Manager (the "Process Manager"), utilizing one process, for organizing the workflow associated with processing applications from potential students residing outside the United States, and a Spanish language version of the Common Application (the "Spanish Application"). If the INSTITUTION decides to use any of these Additional Applications or other Additional Applications that may be made available on the same basis in the future, such usage arrangements shall be either reflected in Section 3 hereof or memorialized in an addendum to this Institution Agreement which, at a minimum, shall include identification of the Additional Application or Applications to be utilized by the INSTITUTION and the additional consideration to be paid by the INSTITUTION to XAP in connection therewith and shall be executed by the INSTITUTION and XAP. The Common Application (including the Supplement) and such Additional Applications, if any, used by the INSTITUTION are referred to herein collectively as the "Selected Applications".

2. XAP shall make technically competent personnel and appropriate equipment available for the purpose of maintaining and updating the Selected Applications,

maintaining the supplemental application building utility, and operating and maintaining the System in accordance with the professional standards of the software and application service provider industries.

XAP will provide three levels of System User support:

- Frequently Asked Questions
- Electronic Mail
- Toll-Free Voice Hotline

Responses to a series of Frequently Asked Questions will be maintained on the System and will be available to all System Users.

XAP's customer support staff will respond to inquiries submitted by electronic mail. XAP will utilize its best efforts to respond to e-mail received prior to 3:00 PM, Pacific Time, on a day XAP is open for business during the same day it is received and to respond to e-mail received after 3:00 PM or on holidays, weekends or other non-business days during the next business day following the day of receipt.

XAP will provide a toll-free telephone number for customer support calls. Customer support representatives shall be available to answer calls on business days during the hours from 6:30 AM to 6:30 PM, Pacific Time.

XAP will assign a client services manager (the "Client Services Manager") who serves as the single point of contact for the INSTITUTION. The Client Services Manager will answer questions, provide training and otherwise assist the INSTITUTION in its understanding of, integration into, and use of the System.

3. The INSTITUTION shall pay to XAP fees for the operation and maintenance of the Selected Applications with respect to the INSTITUTION as follows:

For Coastline Community College

Common Application (including Supplement)

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$9,198.70
July 1, 2009 – June 30, 2010	\$9,382.30
July 1, 2010 – June 30, 2011*	\$9,570.15
July 1, 2011 – June 30, 2012*	\$9,761.40

BOG Fee Waiver Application

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$1,785.85
July 1, 2009 – June 30, 2010	\$1,821.55
July 1, 2010 – June 30, 2011*	\$1,858.10
July 1, 2011 – June 30, 2012*	\$1,895.50

For Golden West College

Common Application (including Supplement)

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$9,198.70
July 1, 2009 – June 30, 2010	\$9,382.30
July 1, 2010 – June 30, 2011*	\$9,570.15
July 1, 2011 – June 30, 2012*	\$9,761.40

BOG Fee Waiver Application

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$1,785.85
July 1, 2009 – June 30, 2010	\$1,821.55
July 1, 2010 – June 30, 2011*	\$1,858.10
July 1, 2011 – June 30, 2012*	\$1,895.50

For Orange Coast College

Common Application (including Supplement)

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$9,198.70
July 1, 2009 – June 30, 2010	\$9,382.30
July 1, 2010 – June 30, 2011*	\$9,570.15
July 1, 2011 – June 30, 2012*	\$9,761.40

BOG Fee Waiver Application

<u>Period</u>	<u>Fee</u>
July 1, 2008 – June 30, 2009	\$1,785.85
July 1, 2009 – June 30, 2010	\$1,821.55
July 1, 2010 – June 30, 2011*	\$1,858.10
July 1, 2011 – June 30, 2012*	\$1,895.50

** Pricing if the optional periods as outlined in Section 3 of Amendment No. 2 to Butte-Glenn Agreement are exercised.*

In the event the INSTITUTION participates in the System for only a portion of an operation and maintenance period specified above, the price for operation and maintenance during such period shall be pro rated on a linear basis for such period either through invoicing of a reduced amount or refund of amounts previously paid, based on a year composed of twelve (12) months of thirty (30) days each. The fee for operation and

maintenance shall be paid on an annual basis. With respect to each annual period (or a portion thereof) ending on a June 30, XAP shall invoice the Institution following the commencement of such period, with payment due thirty (30) days after the date of the invoice.

4. The term of this Agreement shall commence on the date first above stated and shall continue for as long as the Butte-Glenn Agreement is in effect.

Either party to this Institution Agreement may terminate this Agreement by notice to other party in the event the other party has committed a material breach of this Agreement and the party committing the breach has failed to cure such breach within thirty (30) days of notice of such breach given by the party not committing such breach. Upon termination, the INSTITUTION shall forthwith pay XAP for operation and maintenance through the date of termination, but such payment shall not affect the right of the party terminating this Institution Agreement to seek damages for breach of contract. The provisions of Sections 9 and 10 of this Institution Agreement shall survive termination and remain binding on the parties and enforceable against them in accordance with the terms thereof.

5. The INSTITUTION shall accept and process each of the Selected Applications maintained on the System as an official application for the purpose for which it is being submitted. The INSTITUTION shall establish and maintain one or more Links from its website to the System.

6. The INSTITUTION shall at regular intervals no less frequent than semi-annually review the information regarding the INSTITUTION maintained on the System and, to the extent necessary, update such information in order to keep it accurate. The INSTITUTION shall review the Supplement no less frequently than annually to determine whether the INSTITUTION desires to revise the Supplement.

7. XAP and the INSTITUTION shall treat the data entered into the System by members of the public who access the System ("System Users") in accordance with (i) each System User's expressed directions, and (ii) all applicable laws governing the privacy of such information. Students providing data over the System in connection with a Selected Application will not be presented any offers to utilize other services while completing, reviewing or submitting such Selected Application, unless these offers have been explicitly approved by the CCC Chancellor's Office. Should the CCC Chancellor's Office desire to make data entered into the System transferable directly from the System to other student services systems designed, developed operated or maintained by XAP, such as CSUMentor®, XAP may be permitted to facilitate such transfer under arrangements established with the CCC Chancellor's Office. Users of other student services systems designed, developed, operated or maintained by XAP shall be permitted to access, complete and submit to the INSTITUTION any of the Selected Applications residing on the System and to view the INSTITUTION specific information (including that presented through "Key Facts") residing on the System. System Users who independently log-on to other student services systems designed, developed, operated or maintained by XAP may be able on such other systems to utilize data initially entered on the System provided they employ the usernames and passwords associated with the account employed when the data was entered.

8. The Office of Civil Rights of the United States Department of Justice has determined that Admissions and Records personnel at the California Community Colleges

can neither view nor have access to certain sensitive data about applicants until after the admission action with respect to such applicants is taken. At the present time, these sensitive fields are (i) marital status from the Residency screen and (ii) Disabled Student Programs and Services (DSPS) data from the Needs and Interests screen. In addition, the Office of Civil Rights has specified that only DSPS personnel can have access to DSPS data. To implement the solution approved by the Office of Civil Rights, XAP will set up XAP Control Center accounts for designated individuals at the INSTITUTION. Full access privileges will be provided to a "Data Center Account Holder", who will be designated by an authorized representative of the INSTITUTION in a written notice to XAP. The Data Center Account Holder's account privileges will enable the Data Center Account Holder to view and download all fields in Selected Applications to the INSTITUTION and to determine what fields can be viewed or downloaded by the other INSTITUTION account holders. The INSTITUTION will cause the Data Center Account Holder to set up the projects for download and viewing for the other account holders at the INSTITUTION so that (i) account holders in the Admissions and Records offices will not have access to the sensitive fields until after the applicant is admitted and then may have access only to marital status and (ii) only account holders who are DSPS personnel will have access to DSPS data.

If the INSTITUTION fails to cause its Data Center Account Holder to act in accordance with the foregoing provisions regarding access to sensitive data, the INSTITUTION may be cited by the Steering Committee for CCCApply and may also be reported by the Steering Committee for CCCApply to the CCC Chancellor's Office for appropriate action by the Chancellor's Office. If the INSTITUTION is directed by the Steering Committee or the Chancellor's Office to comply with said provisions regarding access to sensitive data but fails to comply within thirty (30) days of the issuance of the direction, the INSTITUTION's participation in the System may be terminated by the Chancellor's Office. Upon termination of its participation in the System, the INSTITUTION agrees that upon the request of the Chancellor's Office, the INSTITUTION will destroy all personally identifiable data received through CCCApply in whatever form, including electronic, such data is then held by the INSTITUTION.

9. The information, ideas, concepts, content, know-how, technologies and other intellectual property developed by XAP and utilized in connection with the creation of the Selected Applications and all other aspects of the design, development, operation and maintenance of the System, including but not limited to the source code, object code (software code), data processing, original artwork, graphic design, trademarks, and the specialized tools utilized to develop and maintain the software utilized in connection with the System, shall under all circumstances be and remain the sole property of XAP. The INSTITUTION is not authorized for any reason whatsoever to perform reverse engineering of such software by any means, including disassembly, decomposition, or any other means or mechanism, and the INSTITUTION agrees not to engage, directly or indirectly, in any such reverse engineering. Nothing herein shall preclude the INSTITUTION from acquiring and using any such information, ideas, concepts, content, know-how, technologies or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

XAP shall indemnify and defend the INSTITUTION from any and all claims of infringement or violation through operation of the System and any other activities conducted by XAP pursuant to this Agreement of the rights of any holder of copyright, trademark, or patent interests and rights in any products provided or used by XAP in the performance of this Agreement. XAP shall have no such obligation to indemnify and

defend with respect to any claim unless the INSTITUTION (i) promptly notifies XAP of such claim in writing, (ii) tenders control of the defense of such claim to XAP, and (iii) provides XAP with such cooperation and assistance as XAP may reasonably request. XAP shall not settle any such claim under terms that impose any obligation upon the INSTITUTION without the prior written consent of the INSTITUTION, which consent shall not be unreasonably withheld.

10. The information, data, content and other intellectual property provided by the INSTITUTION and utilized in connection with the creation of the Supplement and all other aspects of the design, development, operation and maintenance of the System shall under all circumstances be and remain the property of the INSTITUTION. Nothing herein shall preclude XAP from acquiring and using any such information, data, content, or other intellectual property from publicly available sources or through private arrangements with the owners thereof.

11. In performance of this Agreement, XAP is acting as an independent contractor. XAP and any officer, employee, subcontractor or agent of XAP shall neither be or be deemed to be employees or agents of the INSTITUTION nor considered to be entitled to any benefits provided to employees of the INSTITUTION. XAP shall have no right or authority to enter into agreements on behalf of, or otherwise bind, the INSTITUTION, and the INSTITUTION shall have no right or authority to enter into agreements on behalf of, or otherwise bind, XAP.

12. The parties agree to comply with all applicable national, state and local laws and regulations in the performance of their obligations under this Institution Agreement including, but not limited to, the observance of all laws and regulations relating to the privacy of information provided by System Users.

13. Failure by either party at any time to enforce any obligation of the other party, to claim a breach of any term of this Institution Agreement, or to exercise any right or power arising hereunder will not be construed as a waiver of that or any other obligation, breach, right or power and, in particular, will not affect any subsequent breach and will not prejudice either party with regard to any subsequent action.

14. Each of the parties represents, respectively, that (i) it has all requisite power, authority, and capacity to enter this Institution Agreement and to perform its obligations hereunder; (ii) the execution and delivery of this Institution Agreement by such party and the consummation of the transactions contemplated hereby by such party have been duly and validly authorized by all necessary action, including all approvals and consents required from any other person or governmental authority; (iii) this Institution Agreement constitutes a valid, legally binding agreement of such party, enforceable against such party in accordance with its terms; and (iv) the execution, delivery, and performance of this Institution Agreement by such party, its compliance with the terms hereof, and the consummation by it of the transactions contemplated hereby will not violate, conflict with, result in a breach of or constitute a default under its charter instrument, by-laws, or any instrument or agreement to which it is a party or by which it is bound, any state or federal law, rule or regulation, or any judicial or administrative decree, order, ruling or regulation applicable to it.

15. This Institution Agreement shall be construed in accordance with the laws of the State of California.

16. This Institution Agreement constitutes the entire agreement between XAP and THE INSTITUTION with respect to the subject matter hereof and supersedes any and all prior oral or written communications or contemporaneous oral communications relating to the subject matter hereof.

17. Any notice or other communication required under this Institution Agreement shall be given in writing and shall be deemed given when actually delivered, one business day after it is entrusted to a courier service of national reputation promising overnight delivery service, or three (3) business days after deposited in the United States Mail for delivery by registered or certified mail, return receipt requested, with any postage or other delivery charges prepaid, addressed as follows:

If to XAP:

XAP Corporation
3534 Hayden Avenue
Culver City, California 90232
Attn: Romualdo Teh

If to THE INSTITUTION:

Coast Community College District
1370 Adams Ave. Bldg "C"
Costa Mesa, California 92626
Attn: Jeff Arthur

Either party may change the address to which notices and other communications shall be delivered by notice thereof to the other party given the manner provided above.

18. In the event that any one or more of the provisions of this Institution Agreement shall for any reason be declared unenforceable, such provision shall, if possible, be deemed modified to the minimum extent necessary in order for it to be enforceable. The invalidity or unenforceability of any provision of this Institution Agreement will not affect the validity or enforceability of any other provision.

19. Both parties acknowledge that the provisions of Sections 9 and 10 are necessary and reasonable to protect proprietary information, other intellectual property and goodwill, that the proprietary information and other intellectual property is unique, and that the loss or disclosure of the proprietary information or other violation of Section 9 or 10 will cause a party irreparable harm for which it will have no adequate remedy at law. Therefore, in addition to any other rights and remedies that an aggrieved party may have, such a party shall be entitled to obtain, without posting any bond, as to which the other party agrees not to oppose a request, injunctive and other equitable relief to prevent a breach or continued breach of Section 9 or 10. Each party acknowledges that its obligations under Sections 9 and 10 shall be specifically enforceable.

20. This Institution Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

21. All rights, obligations, covenants and agreements of the parties contained in this Institution Agreement shall, except as otherwise provided herein, be binding upon and inure to the benefit of the parties' respective successors and assigns.

22. The terms "herein," "hereof," and similar internal references refer to this Institution Agreement as a whole and, except as specifically stated to the contrary, not to any particular section or portion of this Institution Agreement. As used herein, the singular

includes the plural and *vice versa*; and each gender of pronouns shall be deemed to include the others.

23. Each of the parties hereto acknowledges that the form of this Institution Agreement was negotiated by CCC, representing the interests of the California Community Colleges, XAP and their respective counsel; that the use of this form of Institution Agreement is mandated by the Butte-Glenn Agreement; and that CCC, XAP and their respective counsel have been involved in and are chargeable with the drafting of this Institution Agreement. Accordingly, this Institution Agreement shall be interpreted based on the language contained herein and any relevant facts and circumstances other than those relating to the drafting of this Institution Agreement or specific portions hereof. No rule of contract interpretation or construction that resolves uncertainties against the party drafting particular language shall apply to the interpretation of this Institution Agreement or any dispute hereunder.

24. Except as hereinafter provided, neither XAP nor the INSTITUTION will be liable under this Institution Agreement for any special, incidental, consequential or exemplary damages, including damages for loss of use or loss of or damage to data or information of any kind, arising out of or in connection with this Institution Agreement, even if XAP or the INSTITUTION, as the case may be, has been advised of the possibility of such damages. In no event will the liability of XAP for any claim relating to this Institution Agreement other than an indemnity claim arising under Section 9 hereof, whether in contract, tort or any other theory of liability, exceed the amounts paid by the INSTITUTION to XAP hereunder.

In Witness Whereof, the parties hereto have executed this Institution Agreement as of the date first above written.

XAP Corporation

By: _____
Romualdo Teh
VP, Program Management

Coast Community College District

By: _____
Name: Jeff Arthur
Title: Administrative Director
District Information Services

By: _____
Name: C.M. Brahmbhatt
Title: Vice Chancellor
Administrative Services



Scott LaBass
31461 Rancho Viejo, Suite 206
San Juan Capistrano, Ca. 92675
(949) 248-5047 Telephone
(949) 248-5048 Fax

Date: 7/3/2008

Quotation #: 1

Valid Until: 30 days from proposal

Equipment Terms: 50% deposit, 50% delivery

Services Terms: Net30 Days

Bill To Company: Coast Community College District

Address: 1370 Adams Ave.

City, State Zip: Costa Mesa, CA. 92626

Contact: Ron Rose

Phone: 714-438-4634

Email: rrose@ccc.edu

Ship To Company: Coast Community College District

Address: 1370 Adams Ave.

City, State, Zip: Costa Mesa, CA. 92626

Contact: Ron Rose

Phone: 714-438-4634

Email: rrose@ccc.edu

Avaya CM R5 Upgrade Quote CMAS

Project Summary	
Total Equipment & Software Costs	\$296.86
Total Professional Services Estimate	\$2,500.00
Total Maintenance & Support Cost	\$34,382.00
Estimated State Sales Tax	\$23.01
Total Project Costs	\$37,201.87

Terms: Initialing signifies acceptance of the stated terms of payment.

Failure to remit payment within the terms will result in the withdrawal of all project resources until ROI receives payment. Once payment has been received, resources will be rescheduled pending availability.

(Initial _____)



GENERAL TERMS AND CONDITIONS

Article 1. Work

ROI Networks, Inc. will provide equipment, software and professional services (Contract Services) as outlined in this agreement to deliver the work. Customer agrees to comply with the manufacturer's requirements and operating procedures necessary to keep any applicable warranties in full force and effect.

Article 2. Price and Payment Terms

This quote may include equipment, software and services in order to successfully deliver the work. All equipment and/or software fees will be billed with a 50% deposit and the balance payable upon customer receipt of product. Services fees will be billed in progress payments as follows; 33% deposit prior to formally starting the project, 33% due upon completion of the installation and the balance upon completion and customer acceptance of the project. If the completion of the project is not possible due to Customer delays, Payment of Contract Services is due and payable upon Customer receipt of invoice relating thereto ("Due Date"). If payment is not made within 30 days, Customer will pay a late fee of \$35.00 per invoice and interest equal to ten percent (10%) annually, compounded daily on all post due balances. If Customer fails to maintain an acceptable payment history, ROI Networks, Inc. reserves the right to withdraw any or all resources assigned to the project until payment is received by ROI Networks, Inc.

Article 3. Contract Acceptance

All contract acceptances, notices, requests, demands, statements of work and other communications which are required to be or may be given under the agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by facsimile or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested. Facsimile signatures may be used in lieu of original signatures on all documents.

Article 4. Duration of Agreement

This agreement shall begin once formal execution of the document has occurred and will be considered complete once formal Customer acceptance has been received.

Article 5. Inclusions in Contract Service

Contract Service shall consist of services specifically called out in this agreement.

Article 6. Exclusions from Contract Service

The services provided hereunder shall not include work external to the equipment, software and services detailed in this agreement. If additional services are requested outside of this agreement, they will be documented via the ROI Networks formal Change Control process. Once executed by both parties, this documentation will be used to justify any and all pricing changes to this original agreement.

Article 7. Time for Extra Services

Customer agrees to pay ROI Networks, Inc. current standard hourly service rates for service requested by Customer, which is not covered by this agreement, as well as for service for any of the items enumerated in Article 6. ROI Networks, Inc. reserves the right to revise its hourly rates and materials charges without notice for services not covered by this agreement.

Article 8. Hours of Service

Customer shall give ROI Networks, Inc. representatives full and free access to the facilities on Monday-Friday, 8:00AM-5:00PM, or outside of normal business hours as necessary to complete the services detailed in this agreement. Failure to arrange suitable access, security clearance, proper working environment, power, tools, equipment, personnel, computer accounts/passwords, parking and other items necessary to complete services on behalf of Customer, shall result in billing for such services even if services are unable to be performed through no fault of ROI Networks, Inc.

Article 9. Warranty

Employees or subcontractors of ROI Networks, Inc. shall perform services in a professional manner. ROI Networks, Inc. expressly warrants all work for a period of 60 days from the date of completion, provided that no changes have been made by Customer to the original services. ROI Networks, Inc.'s performance of technical services do not and shall not infringe any patent, trademark, copyright, trade secret or proprietary right held by any third party. Except as otherwise provided in this article, there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose.

Article 10. Assumption of Risk

Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any central processing unit, of products that provide comprehensive back-up of data so as to prevent such loss. Customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the performance of normal maintenance services hereunder, and Customer hereby releases ROI Networks, Inc. from any liability for loss of such data.

Article 11. Indemnification

ROI Networks, Inc. agrees to hold harmless, indemnify and defend Customer, its directors, officers, employees and agents, from and against any and all claims of liability, including reasonable attorney's fees, arising out of (i) any claim for infringement of any patent, trademark, copyright, trade secret or proprietary right held by any third party; (ii) any claim for bodily injury or death; (iii) any claim for damage to tangible property; or (iv) any claim of an ROI Networks, Inc. employee or subcontractor for wages or benefits which arise in connection with the performance of Contract Service by ROI Networks, Inc. hereunder, except to the extent attributable to the fault or negligence of Customer.

Article 12. Limitation of Liability

ROI Networks, Inc. shall not be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under this agreement, including, but not limited to, loss of anticipated profits or benefits, even if ROI Networks, Inc. has been advised of the possibility of such damages. In no event will ROI Networks, Inc.'s liability exceed the reasonable costs to re-perform the service or repair, or replace any item of the covered systems damaged due to the fault or negligence of ROI Networks, Inc.

Article 13. Force Majeure

Except for Customer obligation to make payment hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this agreement or otherwise if such delay or inability arises from any Act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or from any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of delay or inability to perform.

Article 14. Notices

Legal notices to ROI Networks, Inc. should be mailed first class postage prepaid, addressed as follows - ROI Networks, Inc., 31461 Rancho Viejo Road, Suite 206, San Juan Capistrano, CA. 92675 Attn: Jeff Hiebert. Any other notices of a general business nature should be addressed to the same address, Attn: Jeff Hiebert. Notices to Customer will be sent to the Customer's address Attn: General Counsel.

Article 15. General

This agreement and any ROI Networks, Inc. Credit Application Form signed by Customer are intended to be the sole and complete statement of obligations of the parties hereto regarding the services to be rendered to the Customer on the covered systems, and supersede all previous understandings, negotiations, and proposals with respect to the servicing of the Covered Systems. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.

Article 16. Employee Solicitation

During the term of this agreement and for a period of 1 year after completion, neither Customer, nor any entity affiliated with Customer, shall directly or indirectly, solicit for employment or performance of services, or hire or contract with, any ROI Networks, Inc. employee who becomes known to Customer in connection with the performance of ROI Networks, Inc. hereunder. In the event that Customer, or any affiliate of Customer, hires or contracts with any ROI Networks, Inc. employee contrary to this Article, Customer agrees to pay ROI Networks, Inc., as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said employee received from ROI Networks, Inc. during the previous 12 month period preceding such hiring or contracting and reasonable recruiting fees that may be necessary to backfill the employee.

Article 17. Governing Law and Forum

This agreement and all questions or disputes arising hereunder shall be construed under the laws of the State of California. The parties hereto expressly agree that venue for all disputes arising hereunder shall be in Orange County, California. Customer hereby consents and submits itself to the jurisdiction of all courts and tribunals within that jurisdiction.

Article 18. Attorney's Fees

If any dispute or controversy arises concerning the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, including costs and attorney's fees of any appeal and collection of any monies due.

Article 19. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and deemed to be one and the same agreement.

Article 20. Project Delays

Prices stated within this agreement may be amended subject to the terms of the agreement in part due to delays caused by lack of completion of the of agreed upon project milestones, or failure to meet any responsibilities specifically requested within this agreement. Critical milestones include, but are not limited to the receipt of the approved agreement, deposit receipt, server room build and readiness, procurement of customer voice and data circuits, software planning and development, progress payment receipt, data network readiness and most importantly site readiness. Any additional costs incurred by ROI as a result of delays will be subject to the following fees; labor, travel & per diem and any other fees associated with rescheduling travel and/or resources. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer. Services required by Customer to be performed outside of the Business Day (Other than the Cutover) shall incur additional charges in accordance with ROI Networks, Inc's Time and Materials rate schedule.

Article 21. Security and Toll Fraud

It is understood by both parties that risks are inherent with any communications solution that connects to the Customer's voice and data network, or to the Public Switches Telephone Network, Wide Area Network or the Internet. Although ROI Networks, Inc. will perform all work specified in this agreement utilizing best practices to protect the equipment and software from external risks not limited to viruses, security breaches, hacking, intrusions, denial of service attacks, toll fraud etc., these risks remain Customer's responsibility. Based upon Customer request, ROI Networks will provide specific manufacturers policies and best practices to mitigate inherent risks associated with solutions specified under this agreement. However, we will not be responsible for financial or business impact that may result from any breach or event that may occur of the Customer's network is not adequately protected. If the Customer agrees to abide by Avaya's Toll Fraud Security Guidelines and implements a Call Accounting solution, ROI Networks and our partner Avaya will assume ownership for any deductibles that may be billed by Customer's Network Provider in the event of a Toll Fraud occurrence.

Article 22. Expedite Fees

In order to allocate the necessary resources and schedules to deliver this work within the Customer's timeframe, ROI requests a minimum of 2 weeks notice. Once resources have been scheduled and allocated, a minimum of 1 weeks notice is required to make any major changes to the work schedule. If the minimum notice is not provided by the Customer, ROI Networks reserves the right to reschedule the work based upon resource availability, and/or assess expedite fees that may be required due to lack of notice from Customer. Our expedite fees are \$1,500 plus the following labor rates for emergency, expedited support:

Project Coordinator \$120.00 per hour
Project Manager \$220.00 per hour
Software Associate \$220.00 per hour
Software Specialist \$300.00 per hour
Network Engineer Level 1 \$170.00 per hour
Network Engineer Level 2 \$240.00 per hour
Network Engineer Level 3 \$335.00 per hour
Network Engineer Level 4 \$420.00 per hour
Customer Trainer/Instructor \$220.00 per hour

Customer has read and agrees to all above General Terms and Conditions:

Name: _____

Company: _____

Signature _____ Date: _____



MAINTENANCE TERMS AND CONDITIONS

1. Maintenance

Maintenance under this agreement is provided by ROI Networks, Inc. (hereafter referred to as the Service Department) to the Customer as follows:

2. Service Availability

The ROI Networks Basic Support service option includes the following support: Priority over non ROI support Customers. Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, five (5) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site or after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is four (4) hours for a major (P1) case of trouble and twenty-four (24) hours for a P2 or P3 case of trouble.

The ROI Networks Standard Support service option includes the following support: Priority over non ROI support Customers and Basic support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, twenty-five (25) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site or after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is two (2) hours for a major (P1) case of trouble and eight (8) hours for a P2 or P3 case of trouble.

The ROI Networks Advanced Support service option includes the following support: Priority over non ROI support Customers, Basic and Standard support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, fifty (50) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site or after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is one (1) hour for a major (P1) case of trouble and four (4) hours for a P2 or P3 case of trouble.

The ROI Networks Premier Support service option includes the following support: Priority over non ROI support Customers, Basic, Standard and Advanced support Customers, 7x24 Premier Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Assigned Primary Services Engineer, Web based or Telephone based trouble ticket reporting options, one-hundred (100) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site or after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is thirty (30) minutes for a major (P1) case of trouble and two (2) hours for a P2 or P3 case of trouble.

The ROI Networks Optional Support service options can be ordered as needed and include the following:

- a) Quarterly software and firmware updates offer - This offer provides quarterly software and firmware updates for all supported components provided within this agreement.
- b) Annual toll-free, network and ARS audit and optimization offer - This offer provides an annual review of the Customer's voice and data network and provides software support required to optimize automatic route selection programming to support Customer's business strategy.
- c) Annual contact center tune up and optimization offer - This offer provides an annual review of the Customer's contact center routing and customer service strategy and provides software support required to ensure that the contact center is aligned with current business strategy.
- d) Quarterly software backup and archival offer - This offer provides a quarterly software backup of all supported components provided within this agreement.
- e) Architecture and design consulting offer - This offer provides a one-time VoIP, Unified Communication or Multi-Channel Contact Center architecture and design deliverable. This offer includes up to 30 hours of collaboration, discovery and documentation.
- f) Support desk offer - This offer includes temporary or scheduled help desk support. This can augment our Customer's operations during peak or seasonal periods, or provide alternative support during a period of transition or attrition.
- g) Outsourced support offer - This offer provides the ability for our Customer's to outsource the internal help-desk function in order to focus on more strategic or important core business projects or strategy.
- h) Converged network management and carrier agency offer - This offer is intended to provide advanced, proactive, 7x24 support for a Customer's converged voice, data and video network. This includes all routers, switches, firewalls, IPS/ADP appliances, VPN concentrators, media servers, media gateways and other devices as required to support the Customer's converged voice, data and video network. This includes ownership and agency of network issues that impact the production network.
- i) Firewall, IPS, IDS, security managed services offer - This offer provides strategic and proactive 7x24 management and administration of our Customer's security infrastructure and applications. This may be required for legal or compliance purposes.

3. Preventative Maintenance

The Service Department will take the action necessary to ensure performance, including cleaning as necessary, checking, reconfiguring, and verifying operation, etc. Preventative Maintenance may be scheduled or performed concurrently with Remedial Service.

4. Parts

Replacement parts will be either New or Refurbished so long as the parts meet or exceed specifications of equipment replaced. These parts will be billed to the customer at actual costs incurred by ROI Networks or alternatively, the Customer can stock critical spares to ensure uptime of installed systems.

5. Modification of Equipment

As part of regular Preventative Maintenance Service, the Service Department may add Customer approved modifications to the EQUIPMENT in order to improve the performance and/or reliability. If the Customer requests modification to be made to the EQUIPMENT, or requests the addition of non-Service Department approved devices or accessories to the equipment, separate from such modifications or addition, The Service Department's service responsibilities shall be negotiated between the Service Department and the Customer. If the Customer request any adds, moves or changes outside the original Scope of Work the Customer will be subject to additional charges at the prevailing time and materials rate or fixed installation costs.

6. Limitations

Repair of damage or increase in service time caused by any of the following shall not be included.

- a) Accidents, disaster which shall include, but not be limited to fire, flood, water, wind and lightning, power failure, misuse, or tampering.
- b) Alterations, repair or wiring, or improper installation, which shall include, but not be limited to any deviation from the original physical, mechanical or electrical design, unless performed or approved by the Service Department.
- c) Attachments, which are defined as the mechanical electrical or electronic interconnection to equipment under contract of non-Service Department equipment and devices not supplied by the Service Department.
- d) Any configuration changes made to the equipment made by the Customer unless directed by the Service Department.
- e) The Service Department will not refurbish EQUIPMENT nor furnish material therefore under this agreement. If specifically requested by the Customer, the Service Department will refurbish EQUIPMENT or furnish materials at the prevailing Service Department standard rates.
- f) Repair of accessories is not included in this agreement unless specified on the equipment list.

7. Employee Assignment

The Service Department reserves the right to determine the assignment of its employees and/or subcontractors in the performance of this Maintenance Agreement, provided aforementioned employee is factory trained and certified.

8. Parking

Customers will provide free parking for service vehicles within close proximity of the equipment to be repaired. Should free parking not be available, additional billing to cover parking may be billed back to the Customer.

9. False Service Calls

If service has been requested, and the problem was caused by equipment not under the contract, or if the problem was defective or inoperative carrier service, unless otherwise specified in the contract, then the Service Department shall have the right to bill for additional services at the prevailing time and materials rate per false service call.

10. Additional Equipment

Additional Equipment may be added to this agreement at the prevailing Service Department standard rates. If the product is over 6 months old, it is subject to inspection by the Service Department personnel, prior to coverage, at Customer's expense at prevailing Service Department standard rates.

11. Taxes

All sales, use or similar taxes imposed on the service performed or material supplied shall be added to the charges stated herein and shall be paid by the Customer.

12. Payment

Payment for maintenance charges, or for services provided outside the contracted coverage, and the applicable taxes, shall be made upon the receipt of invoice, unless otherwise specified.

a. If Customer is delinquent in payment of sums of money owing to the Service Department for equipment or services invoiced under this agreement between the Service Department and the Customer for more than thirty (30) days, the Service Department shall have the right, after written notice, to cease performance of maintenance service hereunder until such time as such delinquencies are cured. Such suspension in service shall not exceed the terms of this agreement.

b. In addition to all remedies available to the Service Department at law or in equity in the event of default by Customer hereunder, or under the terms of any other contract between the Service Department and Customer, the Service Department shall be entitled to collect interest upon the sum then due and owing at 18% percent per annum from the due date of the last payment until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest exceed the maximum rate of interest, which can be charged under applicable state law.

13. Governing Law and Jurisdiction

This agreement shall be interpreted in accordance with the law of the State of California. Any action commenced, which pertains to the agreement shall be commenced in California.

14. Regulations at Customer Facility

In the performance of maintenance work under this agreement at the customer's facility, the Service Department personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

15. Customer Responsibilities

It is the Customer's responsibility to reasonably ensure that any pre-installation requirements are completed prior to the maintenance starting date. These include, but are not limited to, proper grounding power, air conditioning, proper premise cabling, adequate heating, and any other items required to maintain equipment health.

Customer personnel must be available to provide escort, or assistance during all maintenance calls on or off site.

16. Customer Remedied for Non-Performance

The Service Department shall not be liable for interruption of Customer's business, or for loss of profit by the Customer for any general, special, or consequential damages or any commercial loss not directly or indirectly caused by the Service Department's breach of obligations hereunder or for any claims for such losses by third parties against the Customer.

17. Force Majeure

The Service Department shall not be liable for delays or failure to perform with respect to this Agreement due to:

- a) Causes beyond it's reasonable control
- b) Acts of God, riots, wars, delays in transportation or car shortages
- c) Inability for causes beyond it's control to obtain necessary labor, materials, or manufacturing facilities or delays caused by subcontractors due to similar causes.

In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

18. Manufacturer Support Requirements

In order to provide adequate service and support to our Customer's, it is mandatory that the following minimum levels of support are in place and maintained by the Customer:

a) If Avaya support is required from ROI, customer must either have in place, or purchase at time of sale, a minimum of Software Support (SS) or Software Support plus Upgrades (SSU) support. This entitles the Customer to get access behind the Avaya support firewall for bug fixes, patches and product support notices, or with the SSU offer, live software support during the coverage period. Software Support must be purchased in 12 month increments, or the Software Support plus Upgrades must be a 36 month agreement which can be pre-paid annually, or pre-paid for the entire 36 month term. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within Avaya's Tier 3 and Tier 4 support organizations on behalf of our Customer's.

b) If Extreme Networks, Juniper Networks, Meru Networks, Q1 Labs, Dorado Software or Penetrate support is required from ROI, the Software Maintenance must be purchased at time of sale, or for hardware components, a minimum of remote technical support and/or advanced hardware replacement must be in place. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within the manufacturer's technical support organizations.

Customer has read and agrees to all above Terms and Conditions for Maintenance:

Name: _____

Company: _____

Signature: _____ Date: _____



Scott LaBass
31461 Rancho Viejo, Suite 206
San Juan Capistrano, Ca. 92675
(949) 248-5047 Telephone
(949) 248-5048 Fax

Date: 7/3/2008

Quotation #: 1
Valid Until: 30 days from proposal
Equipment Terms: 50% deposit, 50% delivery
Services Terms: Net30 Days

Bill To Company: Coast Community College District
Address: 1370 Adams ave.
City, State Zip: Costa Mesa, CA. 92626
Contact: Ron Rose
Phone: 714-438-4634
Email: ron.rose@cccd.edu

Ship To Company: Coast Community College District
Address: 1370 Adams Ave.
City, State, Zip: Costa Mesa, CA. 92626
Contact: Ron Rose
Phone: 714-438-4634
Email: ron.rose@cccd.edu

Avaya MM Upgrade Quote CMAS

Project Summary	
Total Equipment & Software Costs	\$0.00
Total Professional Services Estimate	\$0.00
Total Maintenance & Support Cost	\$45,700.00
Estimated State Sales Tax	\$0.00
Total Project Costs	\$45,700.00

*Terms: Initialing signifies acceptance of the stated terms of payment.
Failure to remit payment within the terms will result in the
withdrawal of all project resources until ROI receives payment. Once payment
has been received, resources will be rescheduled pending availability.*

(Initial _____)



GENERAL TERMS AND CONDITIONS

Article 1. Work

ROI Networks, Inc. will provide equipment, software and professional services (Contract Services) as outlined in this agreement to deliver the work. Customer agrees to comply with the manufacturer's requirements and operating procedures necessary to keep any applicable warranties in full force and effect.

Article 2. Price and Payment Terms

This quote may include equipment, software and services in order to successfully deliver the work. All equipment and/or software fees will be billed with a 50% deposit and the balance payable upon customer receipt of product. Services fees will be billed in progress payments as follows: 33% deposit prior to formally starting the project, 33% due upon completion of the installation and the balance upon completion and customer acceptance of the project. If the completion of the project is not possible due to Customer delays, Payment of Contract Services is due and payable upon Customer receipt of invoice relating thereto ("Due Date"). If payment is not made within 30 days, Customer will pay a late fee of \$35.00 per invoice and interest equal to ten percent (10%) annually, compounded daily on all past due balances. If Customer fails to maintain an acceptable payment history, ROI Networks, Inc. reserves the right to withdraw any or all resources assigned to the project until payment is received by ROI Networks, Inc.

Article 3. Contract Acceptance

All contract acceptances, notices, requests, demands, statements of work and other communications which are required to be or may be given under the agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by facsimile or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested. Facsimile signatures may be used in lieu of original signatures on all documents.

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This agreement shall begin once formal execution of the document has occurred and will be considered complete once formal Customer acceptance has been received.

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Contract Service shall consist of services specifically called out in this agreement.

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The services provided hereunder shall not include work external to the equipment, software and services detailed in this agreement. If additional services are requested outside of this agreement, they will be documented via the ROI Networks formal Change Control process. Once executed by both parties, this documentation will be used to justify any and all pricing changes to this original agreement.

Article 7. Time for Extra Services

Customer agrees to pay ROI Networks, Inc. current standard hourly service rates for service requested by Customer, which is not covered by this agreement, as well as for service for any of the items enumerated in Article 6. ROI Networks, Inc. reserves the right to revise its hourly rates and materials charges without notice for services not covered by this agreement.

Article 8. Hours of Service

Customer shall give ROI Networks, Inc. representatives full and free access to the facilities on Monday-Friday, 8:00AM-5:00PM, or outside of normal business hours as necessary to complete the services detailed in this agreement. Failure to arrange suitable access, security clearance, proper working environment, power, tools, equipment, personnel, computer accounts/passwords, parking and other items necessary to complete services on behalf of Customer, shall result in billing for such services even if services are unable to be performed through no fault of ROI Networks, Inc.

Article 9. Warranty

Employees or subcontractors of ROI Networks, Inc. shall perform services in a professional manner. ROI Networks, Inc. expressly warrants all work for a period of 60 days from the date of completion, provided that no changes have been made by Customer to the original services. ROI Networks, Inc.'s performance of technical services do not and shall not infringe any patent, trademark, copyright, trade secret or proprietary right held by any third party. Except as otherwise provided in this article, there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose.

Article 10. Assumption of Risk

Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any central processing unit, of products that provide comprehensive back-up of data so as to prevent such loss. Customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the performance of normal maintenance services hereunder, and Customer hereby releases ROI Networks, Inc. from any liability for loss of such data.

Article 11. Indemnification

ROI Networks, Inc. agrees to hold harmless, indemnify and defend Customer, its directors, officers, employees and agents, from and against any and all claims of liability, including reasonable attorney's fees, arising out of (i) any claim for infringement of any patent, trademark, copyright, trade secret or proprietary right held by any third party; (ii) any claim for bodily injury or death; (iii) any claim for damage to tangible property; or (iv) any claim of an ROI Networks, Inc. employee or subcontractor for wages or benefits which arise in connection with the performance of Contract Service by ROI Networks, Inc. hereunder, except to the extent attributable to the fault or negligence of Customer.

Article 12. Limitation of Liability

ROI Networks, Inc. shall not be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under this agreement, including, but not limited to, loss of anticipated profits or benefits, even if ROI Networks, Inc. has been advised of the possibility of such damages. In no event will ROI Networks, Inc.'s liability exceed the reasonable costs to re-perform the service or repair, or replace any item of the covered systems damaged due to the fault or negligence of ROI Networks, Inc.

Article 13. Force Majeure

Except for Customer obligation to make payment hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this agreement or otherwise if such delay or inability arises from any Act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or from any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of delay or inability to perform.

Article 14. Notices

Legal notices to ROI Networks, Inc. should be mailed first class postage prepaid, addressed as follows - ROI Networks, Inc., 31461 Rancho Viejo Road, Suite 206, San Juan Capistrano, CA. 92675 Attn: Jeff Hiebert. Any other notices of a general business nature should be addressed to the same address. Attn: Jeff Hiebert. Notices to Customer will be sent to the Customer's address Attn: General Counsel.

Article 15. General

This agreement and any ROI Networks, Inc. Credit Application Form signed by Customer are intended to be the sole and complete statement of obligations of the parties hereto regarding the services to be rendered to the Customer on the covered systems, and supersede all previous understandings, negotiations, and proposals with respect to the servicing of the Covered Systems. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.

Article 16. Employee Solicitation

During the term of this agreement and for a period of 1 year after completion, neither Customer, nor any entity affiliated with Customer, shall directly or indirectly, solicit for employment or performance of services, or hire or contract with, any ROI Networks, Inc. employee who becomes known to Customer in connection with the performance of ROI Networks, Inc. hereunder. In the event that Customer, or any affiliate of Customer, hires or contracts with any ROI Networks, Inc. employee contrary to this Article, Customer agrees to pay ROI Networks, Inc., as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said employee received from ROI Networks, Inc. during the previous 12 month period preceding such hiring or contracting and reasonable recruiting fees that may be necessary to backfill the employee.

Article 17. Governing Law and Forum

This agreement and all questions or disputes arising hereunder shall be construed under the laws of the State of California. The parties hereto expressly agree that venue for all disputes arising hereunder shall be in Orange County, California. Customer hereby consents and submits itself to the jurisdiction of all courts and tribunals within that jurisdiction.

Article 18. Attorney's Fees

If any dispute or controversy arises concerning the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, including costs and attorney's fees of any appeal and collection of any monies due.

Article 19. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and deemed to be one and the same agreement.

Article 20. Project Delays

Prices stated within this agreement may be amended subject to the terms of the agreement in part due to: delays caused by lack of completion of the of agreed upon project milestones, or failure to meet any responsibilities specifically requested within this agreement. Critical milestones include, but are not limited to the receipt of the approved agreement, deposit receipt, server room build and readiness, procurement of customer voice and data circuits, software planning and development, progress payment receipt, data network readiness and most importantly site readiness. Any additional costs incurred by ROI as a result of delays will be subject to the following fees: labor, travel & per diem and any other fees associated with rescheduling travel and/or resources. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer. Services required by Customer to be performed outside of the Business Day (Other than the Cutover) shall incur additional charges in accordance with ROI Networks, Inc's Time and Materials rate schedule.

Article 21. Security and Toll Fraud

It is understood by both parties that risks are inherent with any communications solution that connects to the Customer's voice and data network, or to the Public Switches Telephone Network, Wide Area Network or the Internet. Although ROI Networks, Inc. will perform all work specified in this agreement utilizing best practices to protect the equipment and software from external risks not limited to viruses, security breaches, hacking, intrusions, denial of service attacks, toll fraud etc., these risks remain Customer's responsibility. Based upon Customer request, ROI Networks will provide specific manufacturers policies and best practices to mitigate inherent risks associated with solutions specified under this agreement. However, we will not be responsible for financial or business impact that may result from any breach or event that may occur if the Customer's network is not adequately protected. If the Customer agrees to abide by Avaya's Toll Fraud Security Guidelines and implements a Call Accounting solution, ROI Networks and our partner Avaya will assume ownership for any deductibles that may be billed by Customer's Network Provider in the event of a Toll Fraud occurrence.

Article 22. Expedite Fees

In order to allocate the necessary resources and schedules to deliver this work within the Customer's timeframe, ROI requests a minimum of 2 weeks notice. Once resources have been scheduled and allocated, a minimum of 1 weeks notice is required to make any major changes to the work schedule. If the minimum notice is not provided by the Customer, ROI Networks reserves the right to reschedule the work based upon resource availability, and/or assess expedite fees that may be required due to lack of notice from Customer. Our expedite fees are \$1,500 plus the following labor rates for emergency, expedited support:

Project Coordinator \$130.00 per hour
Project Manager \$220.00 per hour
Software Associate \$220.00 per hour
Software Specialist \$300.00 per hour
Network Engineer Level 1 \$170.00 per hour
Network Engineer Level 2 \$240.00 per hour
Network Engineer Level 3 \$355.00 per hour
Network Engineer Level 4 \$420.00 per hour
Customer Trainer/Instructor \$220.00 per hour

Customer has read and agrees to all above General Terms and Conditions:

Name: _____

Company: _____

Signature

Date: _____



MAINTENANCE TERMS AND CONDITIONS

1. Maintenance

Maintenance under this agreement is provided by ROI Networks, Inc. (hereafter referred to as the Service Department) to the Customer as follows:

2. Service Availability

The ROI Networks Basic Support service option includes the following support: Priority over non ROI support Customers, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, five (5) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is four (4) hours for a major (P1) case of trouble and twenty-four (24) hours for a P2 or P3 case of trouble.

The ROI Networks Standard Support service option includes the following support: Priority over non ROI support Customers and Basic support Customers, 7x24 Proactive Alerting (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, twenty-five (25) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is two (2) hours for a major (P1) case of trouble and eight (8) hours for a P2 or P3 case of trouble.

The ROI Networks Advanced Support service option includes the following support: Priority over non ROI support Customers, Basic and Standard support Customers, 7x24 Proactive Alerting (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, fifty (50) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is one (1) hour for a major (P1) case of trouble and four (4) hours for a P2 or P3 case of trouble.

The ROI Networks Premier Support service option includes the following support: Priority over non ROI support Customers, Basic, Standard and Advanced support Customers, 7x24 Premier Proactive Alerting (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Assigned Primary Services Engineer, Web based or Telephone based trouble ticket reporting options, one-hundred (100) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is thirty (30) minutes for a major (P1) case of trouble and two (2) hours for a P2 or P3 case of trouble.

The ROI Networks Optional Support service options can be ordered as needed and include the following:

- a) Quarterly software and firmware updates offer - This offer provides quarterly software and firmware updates for all supported components provided within this agreement.
- b) Annual toll-free, network and ARS audit and optimization offer - This offer provides an annual review of the Customer's voice and data network and provides software support required to optimize automatic route selection programming to support Customer's business strategy.
- c) Annual contact center tune up and optimization offer - This offer provides an annual review of the Customer's contact center routing and customer service strategy and provides software support required to ensure that the contact center is aligned with current business strategy.
- d) Quarterly software backup and archival offer - This offer provides a quarterly software backup of all supported components provided within this agreement.
- e) Architecture and design consulting offer - This offer provides a one-time VoIP, Unified Communication or Multi-Channel Contact Center architecture and design deliverable. This offer includes up to 30 hours of collaboration, discovery and documentation.
- f) Support desk offer - This offer includes temporary or scheduled help desk support. This can augment our Customer's operations during peak or seasonal periods, or provide alternative support during a period of transition or attrition.
- g) Outsourced support offer - This offer provides the ability for our Customer's to outsource the internal help-desk function in order to focus on more strategic or important core business projects or strategy.
- h) Converged network management and carrier agency offer - This offer is intended to provide advanced, proactive, 7x24 support for a Customer's converged voice, data and video network. This includes all routers, switches, firewalls, IPS/IDS appliances, VPN concentrators, media servers, media gateways and other devices as required to support the Customer's converged voice, data and video network. This includes ownership and agency of network issues that impact the production network.
- i) Firewall, IPS, IDS, security managed services offer - This offer provides strategic and proactive 7x24 management and administration of our Customer's security infrastructure and applications. This may be required for legal or compliance purposes.

3. Preventative Maintenance

The Service Department will take the action necessary to ensure performance, including cleaning as necessary, checking, reconfiguring, and verifying operation, etc. Preventative Maintenance may be scheduled or performed concurrently with Remedial Service.

4. Parts

Replacement parts will be either New or Refurbished so long as the parts meet or exceed specifications of equipment replaced. These parts will be billed to the customer at actual costs incurred by ROI Networks or alternatively, the Customer can stock critical spares to ensure uptime of installed systems.

5. Modification of Equipment

As part of regular Preventative Maintenance Service, the Service Department may add Customer approved modifications to the EQUIPMENT in order to improve the performance and/or reliability. If the Customer requests modification to be made to the EQUIPMENT, or requests the addition of non-Service Department approved devices or accessories to the equipment, separate from such modifications or addition, The Service Department's service responsibilities shall be negotiated between the Service Department and the Customer. If the Customer request any adds, moves or changes outside the original Scope of Work the Customer will be subject to additional charges at the prevailing time and materials rate or fixed installation costs.

6. Limitations

Repair of damage or increase in service time caused by any of the following shall not be included.

- a) Accidents, disaster which shall include, but not be limited to fire, flood, water, wind and lightning, power failure, misuse, or tampering.
- b) Alterations, repair or wiring, or improper installation, which shall include, but not be limited to any deviation from the original physical, mechanical or electrical design, unless performed or approved by the Service Department.
- c) Attachments, which are defined as the mechanical electrical or electronic interconnection to equipment under contract of non-Service Department equipment and devices not supplied by the Service Department.
- d) Any configuration changes made to the equipment made by the Customer unless directed by the Service Department.
- e) The Service Department will not refurbish EQUIPMENT nor furnish material therefore under this agreement. If specifically requested by the Customer, the Service Department will refurbish EQUIPMENT or furnish materials at the prevailing Service Department standard rates.
- f) Repair of accessories is not included in this agreement unless specified on the equipment list.

7. Employee Assignment

The Service Department reserves the right to determine the assignment of its employees and/or subcontractors in the performance of this Maintenance Agreement, provided aforementioned employee is factory trained and certified.

8. Parking

Customers will provide free parking for service vehicles within close proximity of the equipment to be repaired. Should free parking not be available, additional billing to cover parking may be billed back to the Customer.

9. False Service Calls

If service has been requested, and the problem was caused by equipment not under the contract, or if the problem was defective or inoperative carrier service, unless otherwise specified in the contract, then the Service Department shall have the right to bill for additional services at the prevailing time and materials rate per false service call.

10. Additional Equipment

Additional Equipment may be added to this agreement at the prevailing Service Department standard rates. If the product is over 6 months old, it is subject to inspection by the Service Department personnel, prior to coverage, at Customer's expense at prevailing Service Department standard rates.

11. Taxes

All sales, use or similar taxes imposed on the service performed or material supplied shall be added to the charges stated herein and shall be paid by the Customer.

12. Payment

Payment for maintenance charges, or for services provided outside the contracted coverage, and the applicable taxes, shall be made upon the receipt of invoice, unless otherwise specified.

a. If Customer is delinquent in payment of sums of money owing to the Service Department for equipment or services invoiced under this agreement between the Service Department and the Customer for more than thirty (30) days, the Service Department shall have the right, after written notice, to cease performance of maintenance service hereunder until such time as such delinquencies are cured. Such suspension in service shall not exceed the terms of this agreement.

b. In addition to all remedies available to the Service Department at law or in equity in the event of default by Customer hereunder, or under the terms of any other contract between the Service Department and Customer, the Service Department shall be entitled to collect interest upon the sum then due and owing at 18% percent per annum from the due date of the last payment until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest exceed the maximum rate of interest, which can be charged under applicable state law.

13. Governing Law and Jurisdiction

This agreement shall be interpreted in accordance with the law of the State of California. Any action commenced, which pertains to the agreement shall be commenced in California.

14. Regulations at Customer Facility

In the performance of maintenance work under this agreement at the customer's facility, the Service Department personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

3.5. Customer Responsibilities

It is the Customer's responsibility to reasonably ensure that any pre-installation requirements are completed prior to the maintenance starting date. These include, but are not limited to, proper grounding power, air conditioning, proper premises cabling, adequate housing, and any other items required to maintain equipment health.

Customer personnel must be available to provide access, or assistance during all maintenance calls on or off site.

3.6. Warranties Relimited for Non-Performance

The Service Department shall not be liable for interruption of Customer's business, or for loss of profit by the Customer for any general, special, or consequential damages or any commercial loss not directly or indirectly caused by the Service Department's breach of obligations in whole or for any claims for such losses by third parties against the Customer.

3.7. Force Majeure

The Service Department shall not be liable for delays or failure to perform with respect to this Agreement due to:

- a) Causes beyond its reasonable control
- b) Acts of God, riots, wars, delays in transportation or car shortages
- c) Liability for causes beyond its control to obtain necessary labor, materials, or manufacturing facilities or delays caused by subcontractors due to similar causes.

In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

3.8. Manufacturer Support Requirements

In order to provide adequate service and support to our Customers, it is mandatory that the following minimum levels of support are in place and maintained by the Customer:

- a) If Avera support is required from ROI, Customer must either have in place, or purchase at time of sale, a minimum of Software Support (SS) or Software Support plus Upgrades (SSU) support. This entitles the Customer to get access behind the Avera support firewall for bug fixes, patches and product support notices, or with the SSU offer, the software support during the coverage period. Software support must be purchased in 12 month increments, or the Software Support plus Upgrades must be a 36 month agreement which can be pre-paid availability, or pre-paid for the entire 36 month term. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within Avera's Tier 3 and Tier 4 support organizations on behalf of our Customers.

- b) If Examine Networks, Juniper Networks, Meru Networks, Q1 Labs, Dorado Software or Penetration support is required from ROI, the Software Maintenance must be purchased at time of sale, or for hardware components, a minimum of remote technical support and/or advanced hardware replacement must be in place. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within the manufacturer's technical support organizations.

Customer has read and agrees to all above Terms and Conditions for Maintenance:

Name: _____
 Company: _____
 Title: _____



Scott LaBass
31461 Rancho Viejo, Suite 206
San Juan Capistrano, Ca. 92675
(949) 248-5047 Telephone
(949) 248-5048 Fax

Date: 7/3/2008

Quotation #: 1
Valid Until: 30 days from proposal
Equipment Terms: 50% deposit, 50% delivery
Services Terms: Net30 Days

Bill To Company: Coast Community College District
Address: 1370 Adams Ave.
City, State Zip: Costa Mesa, CA. 92626
Contact: Ron Rose
Phone: 714-438-4634
Email: ~~ron.rose@ccc.edu~~

Ship To Company: Coast Community College District
Address: 1370 Adams Ave.
City, State, Zip: Costa Mesa, CA. 92626
Contact: Ron Rose
Phone: 714-438-4634
Email: ~~ron.rose@ccc.edu~~

Avaya MM R4 Upgrade Quote CMAS

Project Summary	
Total Equipment & Software Costs	\$0.00
Total Professional Services Estimate	\$2,500.00
Total Maintenance & Support Cost	\$0.00
Estimated State Sales Tax	\$0.00
Total Project Costs	\$2,500.00

*Terms: Initialing signifies acceptance of the stated terms of payment.
Failure to remit payment within the terms will result in the
withdrawal of all project resources until ROI receives payment. Once payment
has been received, resources will be rescheduled pending availability.*

(Initial _____)



GENERAL TERMS AND CONDITIONS

Article 1. Work

ROI Networks, Inc. will provide equipment, software and professional services (Contract Services) as outlined in this agreement to deliver the work. Customer agrees to comply with the manufacturer's requirements and operating procedures necessary to keep any applicable warranties in full force and effect.

Article 2. Price and Payment Terms

This quote may include equipment, software and services in order to successfully deliver the work. All equipment and/or software fees will be billed with a 50% deposit and the balance payable upon customer receipt of product. Services fees will be billed in progress payments as follows: 33% deposit prior to formally starting the project, 33% due upon completion of the installation and the balance upon completion and customer acceptance of the project. If the completion of the project is not possible due to Customer delays, Payment of Contract Services is due and payable upon Customer receipt of invoice relating thereto ("Due Date"). If payment is not made within 30 days, Customer will pay a late fee of \$35.00 per invoice and interest equal to ten percent (10%) annually, compounded daily on all past due balances. If Customer fails to maintain an acceptable payment history, ROI Networks, Inc. reserves the right to withdraw any or all resources assigned to the project until payment is received by ROI Networks, Inc.

Article 3. Contract Acceptance

All contract acceptances, notices, requests, demands, statements of work and other communications which are required to be or may be given under the agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by facsimile or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested. Facsimile signatures may be used in lieu of original signatures on all documents.

Article 4. Duration of Agreement

This agreement shall begin once formal execution of the document has occurred and will be considered complete once formal Customer acceptance has been received.

Article 5. Inclusions in Contract Service

Contract Service shall consist of services specifically called out in this agreement.

Article 6. Exclusions from Contract Service

The services provided hereunder shall not include work external to the equipment, software and services detailed in this agreement. If additional services are requested outside of this agreement, they will be documented via the ROI Networks formal Change Control process. Once executed by both parties, this documentation will be used to justify any and all pricing changes to this original agreement.

Article 7. Time for Extra Services

Customer agrees to pay ROI Networks, Inc. current standard hourly service rates for service requested by Customer, which is not covered by this agreement, as well as for service for any of the items enumerated in Article 6. ROI Networks, Inc. reserves the right to revise its hourly rates and materials charges without notice for services not covered by this agreement.

Article 8. Hours of Service

Customer shall give ROI Networks, Inc. representatives full and free access to the facilities on Monday-Friday, 8:00AM-5:00PM, or outside of normal business hours as necessary to complete the services detailed in this agreement. Failure to arrange suitable access, security clearance, proper working environment, power, tools, equipment, personnel, computer accounts/passwords, parking and other items necessary to complete services on behalf of Customer, shall result in billing for such services even if services are unable to be performed through no fault of ROI Networks, Inc.

Article 9. Warranty

Employees or subcontractors of ROI Networks, Inc. shall perform services in a professional manner. ROI Networks, Inc. expressly warrants all work for a period of 60 days from the date of completion, provided that no changes have been made by Customer to the original services. ROI Networks, Inc.'s performance of technical services do not and shall not infringe any patent, trademark, copyright, trade secret or proprietary right held by any third party. Except as otherwise provided in this article there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose.

Article 10. Assumption of Risk

Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any central processing unit, of products that provide comprehensive back-up of data so as to prevent such loss. Customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the performance of normal maintenance services hereunder, and Customer hereby releases ROI Networks, Inc. from any liability for loss of such data.

Article 11. Indemnification

ROI Networks, Inc. agrees to hold harmless, indemnify and defend Customer, its directors, officers, employees and agents, from and against any and all claims of liability, including reasonable attorney's fees, arising out of (i) any claim for infringement of any patent, trademark, copyright, trade secret or proprietary right held by any third party; (ii) any claim for bodily injury or death; (iii) any claim for damage to tangible property; or (iv) any claim of an ROI Networks, Inc. employee or subcontractor for wages or benefits which arise in connection with the performance of Contract Service by ROI Networks, Inc. hereunder, except to the extent attributable to the fault or negligence of Customer.

Article 12. Limitation of Liability

ROI Networks, Inc. shall not be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under this agreement, including, but not limited to, loss of anticipated profits or benefits, even if ROI Networks, Inc. has been advised of the possibility of such damages. In no event will ROI Networks, Inc.'s liability exceed the reasonable costs to re-perform the service or repair, or replace any item of the covered systems damaged due to the fault or negligence of ROI Networks, Inc.

Article 13. Force Majeure

Except for Customer obligation to make payment hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this agreement or otherwise if such delay or inability arises from any Act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or from any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of delay or inability to perform.

Article 14. Notices

Legal notices to ROI Networks, Inc. should be mailed first class postage prepaid, addressed as follows - ROI Networks, Inc., 31461 Rancho Viejo Road, Suite 206, San Juan Capistrano, CA. 92675 Attn: Jeff Hiebert. Any other notices of a general business nature should be addressed to the same address, Attn: Jeff Hiebert. Notices to Customer will be sent to the Customer's address Attn: General Counsel.

Article 15. General

This agreement and any ROI Networks, Inc. Credit Application Form signed by Customer are intended to be the sole and complete statement of obligations of the parties hereto regarding the services to be rendered to the Customer on the covered systems, and supersede all previous understandings, negotiations, and proposals with respect to the servicing of the Covered Systems. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.

Article 16. Employee Solicitation

During the term of this agreement and for a period of 1 year after completion, neither Customer, nor any entity affiliated with Customer, shall directly or indirectly, solicit for employment or performance of services, or hire or contract with, any ROI Networks, Inc. employee who becomes known to Customer in connection with the performance of ROI Networks, Inc. hereunder. In the event that Customer, or any affiliate of Customer, hires or contracts with any ROI Networks, Inc. employee contrary to this Article, Customer agrees to pay ROI Networks, Inc., as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said employee received from ROI Networks, Inc. during the previous 12 month period preceding such hiring or contracting and reasonable recruiting fees that may be necessary to backfill the employee.

Article 17. Governing Law and Forum

This agreement and all questions or disputes arising hereunder shall be construed under the laws of the State of California. The parties hereto expressly agree that venue for all disputes arising hereunder shall be in Orange County, California. Customer hereby consents and submits itself to the jurisdiction of all courts and tribunals within that jurisdiction.

Article 18. Attorney's Fees

If any dispute or controversy arises concerning the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, including costs and attorney's fees of any appeal and collection of any monies due.

Article 19. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and deemed to be one and the same agreement.

Article 20. Project Delays

Prices stated within this agreement may be amended subject to the terms of the agreement in part due to delays caused by lack of completion of the of agreed upon project milestones, or failure to meet any responsibilities specifically requested within this agreement. Critical milestones include, but are not limited to the receipt of the approved agreement, deposit receipt, server room build and readiness, procurement of customer voice and data circuits, software planning and development, progress payment receipt, data network readiness and most importantly site readiness. Any additional costs incurred by ROI as a result of delays will be subject to the following fees; labor, travel & per diem and any other fees associated with rescheduling travel and/or resources. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer. Services required by Customer to be performed outside of the Business Day (Other than the Cutover) shall incur additional charges in accordance with ROI Networks, Inc's Time and Materials rate schedule.

Article 21. Security and Toll Fraud

It is understood by both parties that risks are inherent with any communications solution that connects to the Customer's voice and data network, or to the Public Switches Telephone Network, Wide Area Network or the Internet. Although ROI Networks, Inc. will perform all work specified in this agreement utilizing best practices to protect the equipment and software from external risks not limited to viruses, security breaches, hacking, intrusions, denial of service attacks, toll fraud etc., these risks remain Customer's responsibility. Based upon Customer request, ROI Networks will provide specific manufacturers policies and best practices to mitigate inherent risks associated with solutions specified under this agreement. However, we will not be responsible for financial or business impact that may result from any breach or event that may occur of the Customer's network is not adequately protected. If the Customer agrees to abide by Avaya's Toll Fraud Security Guidelines and implements a Call Accounting solution, ROI Networks and our partner Avaya will assume ownership for any deductibles that may be billed by Customer's Network Provider in the event of a Toll Fraud occurrence.

Article 22. Expedite Fees

In order to allocate the necessary resources and schedules to deliver this work within the Customer's timeframe, ROI requests a minimum of 2 weeks notice. Once resources have been scheduled and allocated, a minimum of 1 weeks notice is required to make any major changes to the work schedule. If the minimum notice is not provided by the Customer, ROI Networks reserves the right to reschedule the work based upon resource availability, and/or assess expedite fees that may be required due to lack of notice from Customer. Our expedite fees are \$1,500 plus the following labor rates for emergency, expedited support:

Project Coordinator \$120.00 per hour
Project Manager \$220.00 per hour
Software Associate \$220.00 per hour
Software Specialist \$300.00 per hour
Network Engineer Level 1 \$170.00 per hour
Network Engineer Level 2 \$240.00 per hour
Network Engineer Level 3 \$335.00 per hour
Network Engineer Level 4 \$420.00 per hour
Customer Trainer/Instructor \$220.00 per hour

Customer has read and agrees to all above General Terms and Conditions:

Name: _____

Company: _____

Signature: _____ Date: _____



MAINTENANCE TERMS AND CONDITIONS

1. Maintenance

Maintenance under this agreement is provided by ROI Networks, Inc. (hereafter referred to as the Service Department) to the Customer as follows:

2. Service Availability

The ROI Networks Basic Support service option includes the following support: Priority over non ROI support Customers. Remote troubleshooting and engineering support. Web based or Telephone based trouble ticket reporting options, five (5) hours per year for moves, adds and change support. Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays). Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae. On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is four (4) hours for a major (P1) case of trouble and twenty-four (24) hours for a P2 or P3 case of trouble.

The ROI Networks Standard Support service option includes the following support: Priority over non ROI support Customers and Basic support Customers. 7x24 Proactive Alarming (If available with product). Quarterly software and firmware upgrades. Remote troubleshooting and engineering support. Web based or Telephone based trouble ticket reporting options, twenty-five (25) hours per year for moves, adds and change support. Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays). Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae. On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is two (2) hours for a major (P1) case of trouble and eight (8) hours for a P2 or P3 case of trouble.

The ROI Networks Advanced Support service option includes the following support: Priority over non ROI support Customers, Basic and Standard support Customers. 7x24 Proactive Alarming (If available with product). Quarterly software and firmware upgrades. Remote troubleshooting and engineering support. Web based or Telephone based trouble ticket reporting options, fifty (50) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays). Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae. On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is one (1) hour for a major (P1) case of trouble and four (4) hours for a P2 or P3 case of trouble.

The ROI Networks Premier Support service option includes the following support: Priority over non ROI support Customers, Basic, Standard and Advanced support Customers. 7x24 Premier Proactive Alarming (If available with product). Quarterly software and firmware upgrades. Remote troubleshooting and engineering support. Assigned Primary Services Engineer. Web based or Telephone based trouble ticket reporting options, one-hundred (100) hours per year for moves, adds and change support, extended Business hours support (7x24, except ROI recognized Holidays). Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae. On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is thirty (30) minutes for a major (P1) case of trouble and two (2) hours for a P2 or P3 case of trouble.

The ROI Networks Optional Support service options can be ordered as needed and include the following:

- a) Quarterly software and firmware updates offer - This offer provides quarterly software and firmware updates for all supported components provided within this agreement.
- b) Annual toll-fraud, network and ARS audit and optimization offer - This offer provides an annual review of the Customer's voice and data network and provides software support required to optimize automatic route selection programming to support Customer's business strategy.
- c) Annual contact center tune up and optimization offer - This offer provides an annual review of the Customer's contact center routing and customer service strategy and provides software support required to ensure that the contact center is aligned with current business strategy.
- d) Quarterly software backup and archival offer - This offer provides a quarterly software backup of all supported components provided within this agreement.
- e) Architecture and design consulting offer - This offer provides a one-time VoIP, Unified Communication or Multi-Channel Contact Center architecture and design deliverable. This offer includes up to 30 hours of collaboration, discovery and documentation.
- f) Support desk offer - This offer includes temporary or scheduled help desk support. This can augment our Customer's operations during peak or seasonal periods, or provide alternative support during a period of transition or attrition.
- g) Outsourced support offer - This offer provides the ability for our Customer's to outsource the internal help-desk function in order to focus on more strategic or important core business projects or strategy.
- h) Converged network management and carrier agency offer - This offer is intended to provide advanced, proactive, 7x24 support for a Customer's converged voice, data and video network. This includes all routers, switches, firewalls, IPS/ADP appliances, VPN concentrators, media servers, media gateways and other devices as required to support the Customer's converged voice, data and video network. This includes ownership and agency of network issues that impact the production network.
- i) Firewall, IPS, IDS, security managed services offer - This offer provides strategic and proactive 7x24 management and administration of our Customer's security infrastructure and applications. This may be required for legal or compliance purposes.

3. Preventative Maintenance

The Service Department will take the action necessary to ensure performance, including cleaning as necessary, checking, reconfiguring, and verifying operation, etc. Preventative Maintenance may be scheduled or performed concurrently with Remedial Service.

4. Parts

Replacement parts will be either New or Refurbished so long as the parts meet or exceed specifications of equipment replaced. These parts will be billed to the customer at actual costs incurred by ROI Networks or alternatively, the Customer can stock critical spares to ensure uptime of installed systems.

5. Modification of Equipment

As part of regular Preventative Maintenance Service, the Service Department may add Customer approved modifications to the EQUIPMENT in order to improve the performance and/or reliability. If the Customer requests modification to be made to the EQUIPMENT, or requests the addition of non-Service Department approved devices or accessories to the equipment, separate from such modifications or addition, The Service Department's service responsibilities shall be negotiated between the Service Department and the Customer. If the Customer request any adds, moves or changes outside the original Scope of Work the Customer will be subject to additional charges at the prevailing time and materials rate or fixed installation costs.

6. Limitations

Repair of damage or increase in service time caused by any of the following shall not be included.

- a) Accidents, disaster which shall include, but not be limited to fire, flood, water, wind and lightning, power failure, misuse, or tampering
- b) Alterations, repair or wiring, or improper installation, which shall include, but not be limited to any deviation from the original physical, mechanical or electrical design, unless performed or approved by the Service Department
- c) Attachments, which are defined as the mechanical electrical or electronic interconnection to equipment under contract of non-Service Department equipment and devices not supplied by the Service Department.
- d) Any configuration changes made to the equipment made by the Customer unless directed by the Service Department.
- e) The Service Department will not refurbish EQUIPMENT nor furnish material therefore under this agreement. If specifically requested by the Customer, the Service Department will refurbish EQUIPMENT or furnish materials at the prevailing Service Department standard rates.
- f) Repair of accessories is not included in this agreement unless specified on the equipment list.

7. Employee Assignment

The Service Department reserves the right to determine the assignment of its employees and/or subcontractors in the performance of this Maintenance Agreement, provided aforementioned employee is factory trained and certified.

8. Parking

Customers will provide free parking for service vehicles within close proximity of the equipment to be repaired. Should free parking not be available, additional billing to cover parking may be billed back to the Customer.

9. False Service Calls

If service has been requested, and the problem was caused by equipment not under the contract, or if the problem was defective or inoperative carrier service, unless otherwise specified in the contract, then the Service Department shall have the right to bill for additional services at the prevailing time and materials rate per false service call.

10. Additional Equipment

Additional Equipment may be added to this agreement at the prevailing Service Department standard rates. If the product is over 6 months old, it is subject to inspection by the Service Department personnel, prior to coverage, at Customer's expense at prevailing Service Department standard rates.

11. Taxes

All sales, use or similar taxes imposed on the service performed or material supplied shall be added to the charges stated herein and shall be paid by the Customer.

12. Payment

Payment for maintenance charges, or for services provided outside the contracted coverage, and the applicable taxes, shall be made upon the receipt of invoice, unless otherwise specified.

a. If Customer is delinquent in payment of sums of money owing to the Service Department for equipment or services invoiced under this agreement between the Service Department and the Customer for more than thirty (30) days, the Service Department shall have the right, after written notice, to cease performance of maintenance service hereunder until such time as such delinquencies are cured. Such suspension in service shall not exceed the terms of this agreement.

b. In addition to all remedies available to the Service Department at law or in equity in the event of default by Customer hereunder, or under the terms of any other contract between the Service Department and Customer, the Service Department shall be entitled to collect interest upon the sum then due and owing at 18% percent per annum from the due date of the last payment until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest exceed the maximum rate of interest, which can be charged under applicable state law.

13. Governing Law and Jurisdiction

This agreement shall be interpreted in accordance with the law of the State of California. Any action commenced, which pertains to the agreement shall be commenced in California.

14. Regulations at Customer Facility

In the performance of maintenance work under this agreement at the customer's facility, the Service Department personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

15. Customer Responsibilities

It is the Customer's responsibility to reasonably ensure that any pre-installation requirements are completed prior to the maintenance starting date. These include, but are not limited to, proper grounding power, air conditioning, proper premise cabling, adequate housing, and any other items required to maintain equipment health.

Customer personnel must be available to provide escort, or assistance during all maintenance calls on or off site.

16. Customer Remedied for Non-Performance

The Service Department shall not be liable for interruption of Customer's business, or for loss of profit by the Customer for any general, special, or consequential damages or any commercial loss not directly or indirectly caused by the Service Department's breach of obligations hereunder or for any claims for such losses by third parties against the Customer.

17. Force Majeure

The Service Department shall not be liable for delays or failure to perform with respect to this Agreement due to

- a) Causes beyond it's reasonable control
- b) Acts of God, riots, wars, delays in transportation or car shortages
- c) Inability for causes beyond it's control to obtain necessary labor, materials, or manufacturing facilities or delays caused by subcontractors due to similar causes

In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

18. Manufacturer Support Requirements

In order to provide adequate service and support to our Customer's, it is mandatory that the following minimum levels of support are in place and maintained by the Customer:

a) If Avaya support is required from ROI, customer must either have in place, or purchase at time of sale, a minimum of Software Support (SS) or Software Support plus Upgrades (SSU) support. This entitles the Customer to get access behind the Avaya support firewall for bug fixes, patches and product support notices, or with the SSU offer, free software support during the coverage period. Software Support must be purchased in 12 month increments, or the Software Support plus Upgrades must be a 36 month agreement which can be pre-paid annually, or pre-paid for the entire 36 month term. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within Avaya's Tier 3 and Tier 4 support organizations on behalf of our Customer's.

b) If Extreme Networks, Juniper Networks, Meru Networks, Q1 Labs, Dorado Software or Penetrate support is required from ROI, the Software Maintenance must be purchased at time of sale, or for hardware components, a minimum of remote technical support and/or advanced hardware replacement must be in place. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within the manufacturer's technical support organizations.

Customer has read and agrees to all above Terms and Conditions for Maintenance:

Name: _____

Company: _____

Signature: _____ Date: _____



Scott LaBass
31461 Rancho Viejo, Suite 206
San Juan Capistrano, Ca. 92675
(949) 248-5047 Telephone
(949) 248-5048 Fax

Date: 7/3/2008

Quotation #: 1
Valid Until: 30 days from proposal
Equipment Terms: 50% deposit, 50% delivery
Services Terms: Net30 Days

Bill To Company: Coast Community College District
Address: 1370 Adams Ave.
City, State Zip: Costa Mesa, CA. 92626
Contact: Ron Rose
Phone: 714-438-4634
Email: ron.rose@ccc.edu

Ship To Company: Coast Community College District
Address: 1370 Adams Ave.
City, State, Zip: Costa Mesa, CA. 92626
Contact: Ron Rose
Phone: 714-438-4634
Email: ron.rose@ccc.edu

Avaya Upgrade Quote CMAS

Project Summary	
Total Equipment & Software Costs	\$58,550.47
Total Professional Services Estimate	\$5,000.00
Total Maintenance & Support Cost	\$80,257.98
Estimated State Sales Tax	\$4,537.66
Total Project Costs	\$148,346.11

*Terms: Initialing signifies acceptance of the stated terms of payment.
Failure to remit payment within the terms will result in the
withdrawal of all project resources until ROI receives payment. Once payment
has been received, resources will be rescheduled pending availability.*

(Initial _____)



GENERAL TERMS AND CONDITIONS

Article 1. Work

ROI Networks, Inc. will provide equipment, software and professional services (Contract Services) as outlined in this agreement to deliver the work. Customer agrees to comply with the manufacturer's requirements and operating procedures necessary to keep any applicable warranties in full force and effect.

Article 2. Price and Payment Terms

This quote may include equipment, software and services in order to successfully deliver the work. All equipment and/or software fees will be billed with a 50% deposit and the balance payable upon customer receipt of product. Services fees will be billed in progress payments as follows: 35% deposit prior to formally starting the project, 33% due upon completion of the installation and the balance upon completion and customer acceptance of the project. If the completion of the project is not possible due to Customer delays, Payment of Contract Services is due and payable upon Customer receipt of invoice relating thereto ("Due Date"). If payment is not made within 30 days, Customer will pay a late fee of \$25.00 per invoice and interest equal to ten percent (10%) annually, compounded daily on all past due balances. If Customer fails to maintain an acceptable payment history, ROI Networks, Inc. reserves the right to withdraw any or all resources assigned to the project until payment is received by ROI Networks, Inc.

Article 3. Contract Acceptance

All contract acceptances, notices, requests, demands, statements of work and other communications which are required to be or may be given under the agreement shall be in writing and shall be deemed to have been duly given when delivered in person or upon receipt when transmitted by facsimile or after dispatch by certified or registered first class mail, postage prepaid, return receipt requested. Facsimile signatures may be used in lieu of original signatures on all documents.

Article 4. Duration of Agreement

This agreement shall begin once formal execution of the document has occurred and will be considered complete once formal Customer acceptance has been received.

Article 5. Inclusions in Contract Service

Contract Service shall consist of services specifically called out in this agreement.

Article 6. Exclusions from Contract Service

The services provided hereunder shall not include work external to the equipment, software and services detailed in this agreement. If additional services are requested outside of this agreement, they will be documented via the ROI Networks formal Change Control process. Once executed by both parties, this documentation will be used to justify any and all pricing changes to this original agreement.

Article 7. Time for Extra Services

Customer agrees to pay ROI Networks, Inc. current standard hourly service rates for service requested by Customer, which is not covered by this agreement, as well as for service for any of the items enumerated in Article 6. ROI Networks, Inc. reserves the right to revise its hourly rates and materials charges without notice for services not covered by this agreement.

Article 8. Hours of Service

Customer shall give ROI Networks, Inc. representatives full and free access to the facilities on Monday-Friday, 8:00AM-5:00PM, or outside of normal business hours as necessary to complete the services detailed in this agreement. Failure to arrange suitable access, security clearance, proper working environment, power, tools, equipment, personnel, computer accounts/passwords, parking and other items necessary to complete services on behalf of Customer, shall result in billing for such services even if services are unable to be performed through no fault of ROI Networks, Inc.

Article 9. Warranty

Employees or subcontractors of ROI Networks, Inc. shall perform services in a professional manner. ROI Networks, Inc. expressly warrants all work for a period of 60 days from the date of completion, provided that no changes have been made by Customer to the original services. ROI Networks, Inc.'s performance of technical services do not and shall not infringe any patent, trademark, copyright, trade secret or proprietary right held by any third party. Except as otherwise provided in this article, there are no warranties, express or implied, including, but not limited to, the implied warranties of merchantability and fitness for particular purpose.

Article 10. Assumption of Risk

Customer recognizes that the use of computer products entails a substantial risk of loss of magnetically stored data, and that industry standards dictate Customer's systematic use, in conjunction with any central processing unit, of products that provide comprehensive back-up of data so as to prevent such loss. Customer assumes all risk of loss of its magnetically stored data in any way related to or resulting from the performance of normal maintenance services hereunder, and Customer hereby releases ROI Networks, Inc. from any liability for loss of such data.

Article 11. Indemnification

ROI Networks, Inc. agrees to hold harmless, indemnify and defend Customer, its directors, officers, employees and agents, from and against any and all claims of liability, including reasonable attorney's fees, arising out of (i) any claim for infringement of any patent, trademark, copyright, trade secret or proprietary right held by any third party; (ii) any claim for bodily injury or death; (iii) any claim for damage to tangible property; or (iv) any claim of an ROI Networks, Inc. employee or subcontractor for wages or benefits which arise in connection with the performance of Contract Service by ROI Networks, Inc. hereunder, except to the extent attributable to the fault or negligence of Customer.

Article 12. Limitation of Liability

ROI Networks, Inc. shall not be liable for any indirect, incidental, special or consequential damages, whether in an action in contract or tort (including negligence and strict liability) resulting from its performance or any failure to perform under this agreement, including, but not limited to, loss of anticipated profits or benefits, even if ROI Networks, Inc. has been advised of the possibility of such damages. In no event will ROI Networks, Inc.'s liability exceed the reasonable costs to re-perform the service or repair, or replace any item of the covered systems damaged due to the fault or negligence of ROI Networks, Inc.

Article 13. Force Majeure

Except for Customer obligation to make payment hereunder, neither party shall be liable to the other for any delay or inability to perform its obligations under this agreement or otherwise if such delay or inability arises from any Act of God, fire, natural disaster, act of government, manufacturer's shortages or constraints, or from any other cause beyond the reasonable control of such party. In the event of such a delay or inability to perform, the time for performance shall be extended for a period of time equal to the length of delay or inability to perform.

Article 14. Notices

Legal notices to ROI Networks, Inc. should be mailed first class postage prepaid, addressed as follows - ROI Networks, Inc., 31461 Rancho Viejo Road, Suite 206, San Juan Capistrano, CA. 92675 Attn: Jeff Hiebert. Any other notices of a general business nature should be addressed to the same address, Attn: Jeff Hiebert. Notices to Customer will be sent to the Customer's address Attn: General Counsel.

Article 15. General

This agreement and any ROI Networks, Inc. Credit Application Form signed by Customer are intended to be the sole and complete statement of obligations of the parties hereto regarding the services to be rendered to the Customer on the covered systems, and supersede all previous understandings, negotiations, and proposals with respect to the servicing of the Covered Systems. No waiver, alteration or modification of any provision hereof shall be binding unless in writing and signed by duly authorized representatives of both parties.

Article 16. Employee Solicitation

During the term of this agreement and for a period of 1 year after completion, neither Customer, nor any entity affiliated with Customer, shall directly or indirectly, solicit for employment or performance of services, or hire or contract with, any ROI Networks, Inc. employee who becomes known to Customer in connection with the performance of ROI Networks, Inc. hereunder. In the event that Customer, or any affiliate of Customer, hires or contracts with any ROI Networks, Inc. employee contrary to this Article, Customer agrees to pay ROI Networks, Inc., as liquidated damages and not as a penalty, an amount equal to all compensation, including salary, wages, bonuses, commissions and employee benefits, which said employee received from ROI Networks, Inc. during the previous 12 month period preceding such hiring or contracting and reasonable recruiting fees that may be necessary to backfill the employee.

Article 17. Governing Law and Forum

This agreement and all questions or disputes arising hereunder shall be construed under the laws of the State of California. The parties hereto expressly agree that venue for all disputes arising hereunder shall be in Orange County, California. Customer hereby consents and submits itself to the jurisdiction of all courts and tribunals within that jurisdiction.

Article 18. Attorney's Fees

If any dispute or controversy arises concerning the interpretation or enforcement of this agreement, the prevailing party shall be entitled to its reasonable costs and attorney's fees, including costs and attorney's fees of any appeal and collection of any monies due.

Article 19. Counterparts

This agreement may be executed in counterparts, each of which will be deemed an original and deemed to be one and the same agreement.

Article 20. Project Delays

Prices stated within this agreement may be amended subject to the terms of the agreement in part due to delays caused by lack of completion of the of agreed upon project milestones, or failure to meet any responsibilities specifically requested within this agreement. Critical milestones include, but are not limited to the receipt of the approved agreement, deposit receipt, server room build and readiness, procurement of customer voice and data circuits, software planning and development, progress payment receipt, data network readiness and most importantly site readiness. Any additional costs incurred by ROI as a result of delays will be subject to the following fees: labor, travel & per diem and any other fees associated with rescheduling travel and/or resources. Any additional costs incurred by Customer as a result of delays shall be the sole responsibility of the Customer. Services required by Customer to be performed outside of the Business Day (Other than the Cutover) shall incur additional charges in accordance with ROI Networks, Inc's Time and Materials rate schedule.

Article 21. Security and Toll Fraud

It is understood by both parties that risks are inherent with any communications solution that connects to the Customer's voice and data network, or to the Public Switches Telephone Network, Wide Area Network or the Internet. Although ROI Networks, Inc. will perform all work specified in this agreement utilizing best practices to protect the equipment and software from external risks not limited to viruses, security breaches, hacking, intrusions, denial of service attacks, toll fraud etc., these risks remain Customer's responsibility. Based upon Customer request, ROI Networks will provide specific manufacturers policies and best practices to mitigate inherent risks associated with solutions specified under this agreement. However, we will not be responsible for financial or business impact that may result from any breach or event that may occur of the Customer's network is not adequately protected. If the Customer agrees to abide by Avaya's Toll Fraud Security Guidelines and implements a Call Accounting solution, ROI Networks and our partner Avaya will assume ownership for any deductibles that may be billed by Customer's Network Provider in the event of a Toll Fraud occurrence.

Article 22. Expedite Fees

In order to allocate the necessary resources and schedules to deliver this work within the Customer's timeframe, ROI requests a minimum of 2 weeks notice. Once resources have been scheduled and allocated, a minimum on 1 weeks notice is required to make any major changes to the work schedule. If the minimum notice is not provided by the Customer, ROI Networks reserves the right to reschedule the work based upon resource availability, and/or assess expedite fees that may be required due to lack of notice from Customer. Our expedite fees are \$1,500 plus the following labor rates for emergency, expedited support:

Project Coordinator \$120.00 per hour
Project Manager \$220.00 per hour
Software Associate \$220.00 per hour
Software Specialist \$300.00 per hour
Network Engineer Level 1 \$170.00 per hour
Network Engineer Level 2 \$240.00 per hour
Network Engineer Level 3 \$335.00 per hour
Network Engineer Level 4 \$420.00 per hour
Customer Trainer/Instructor \$220.00 per hour

Customer has read and agrees to all above General Terms and Conditions:

Name: _____

Company: _____

Signature _____

Date: _____



MAINTENANCE TERMS AND CONDITIONS

1. Maintenance

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2. Service Availability

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The ROI Networks Standard Support service option includes the following support: Priority over non ROI support Customers and Basic support Customers, 7x24 Proactive Alarming (If available with product), Quarterly software and firmware upgrades, Remote troubleshooting and engineering support, Web based or Telephone based trouble ticket reporting options, twenty-five (25) hours per year for moves, adds and change support, Business hours support (Monday-Friday, 8:00AM-5:00PM, except ROI recognized Holidays), Escalation to Tier 3 and Tier 4 support organizations within Avaya, Juniper Networks, Extreme Networks, Meru Networks, Q1 Labs, Dorado Software and Fenestrae, On-Site of after hours support available, but will be billed at published Time and Materials rates and a Visit Charge will apply for any on-site support. The Service Level Objective (SLO) for this option is two (2) hours for a major (P1) case of trouble and eight (8) hours for a P2 or P3 case of trouble.

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- c) Annual contact center tune up and optimization offer - This offer provides an annual review of the Customer's contact center routing and customer service strategy and provides software support required to ensure that the contact center is aligned with current business strategy.
- d) Quarterly software backup and archival offer - This offer provides a quarterly software backup of all supported components provided within this agreement.
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Replacement parts will be either New or Refurbished so long as the parts meet or exceed specifications of equipment replaced. These parts will be billed to the customer at actual costs incurred by ROI Networks or alternatively, the Customer can stock critical spares to ensure uptime of installed systems.

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6. Limitations

Repair of damage or increase in service time caused by any of the following shall not be included.

- a) Accidents, disaster which shall include, but not be limited to fire, flood, water, wind and lightning, power failure, misuse, or tampering.
- b) Alterations, repair or wiring, or improper installation, which shall include, but not be limited to any deviation from the original physical, mechanical or electrical design, unless performed or approved by the Service Department.
- c) Attachments, which are defined as the mechanical electrical or electronic interconnection to equipment under contract of non-Service Department equipment and devices not supplied by the Service Department.
- d) Any configuration changes made to the equipment made by the Customer unless directed by the Service Department.
- e) The Service Department will not refurbish EQUIPMENT nor furnish material therefore under this agreement. If specifically requested by the Customer, the Service Department will refurbish EQUIPMENT or furnish materials at the prevailing Service Department standard rates.
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The Service Department reserves the right to determine the assignment of its employees and/or subcontractors in the performance of this Maintenance Agreement, provided aforementioned employee is factory trained and certified.

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Customers will provide free parking for service vehicles within close proximity of the equipment to be repaired. Should free parking not be available, additional billing to cover parking may be billed back to the Customer.

9. False Service Calls

If service has been requested, and the problem was caused by equipment not under the contract, or if the problem was defective or inoperative carrier service, unless otherwise specified in the contract, then the Service Department shall have the right to bill for additional services at the prevailing time and materials rate per false service call.

10. Additional Equipment

Additional Equipment may be added to this agreement at the prevailing Service Department standard rates. If the product is over 6 months old, it is subject to inspection by the Service Department personnel, prior to coverage, at Customer's expense at prevailing Service Department standard rates.

11. Taxes

All sales, use or similar taxes imposed on the service performed or material supplied shall be added to the charges stated herein and shall be paid by the Customer.

12. Payment

Payment for maintenance charges, or for services provided outside the contracted coverage, and the applicable taxes, shall be made upon the receipt of invoice, unless otherwise specified.

a. If Customer is delinquent in payment of sums of money owing to the Service Department for equipment or services invoiced under this agreement between the Service Department and the Customer for more than thirty (30) days, the Service Department shall have the right, after written notice, to cease performance of maintenance service hereunder until such time as such delinquencies are cured. Such suspension in service shall not exceed the terms of this agreement.

b. In addition to all remedies available to the Service Department at law or in equity in the event of default by Customer hereunder, or under the terms of any other contract between the Service Department and Customer, the Service Department shall be entitled to collect interest upon the sum then due and owing at 18% percent per annum from the due date of the last payment until such default by the Customer has been cured. It is expressly agreed and understood that in no event shall the aggregate interest exceed the maximum rate of interest, which can be charged under applicable state law.

13. Governing Law and Jurisdiction

This agreement shall be interpreted in accordance with the law of the State of California. Any action commenced, which pertains to the agreement shall be commenced in California.

14. Regulations at Customer Facility

In the performance of maintenance work under this agreement at the customer's facility, the Service Department personnel shall comply with all reasonable laws, regulations, and procedures in effect at such facility.

15. Customer Responsibilities

It is the Customer's responsibility to reasonably ensure that any pre-installation requirements are completed prior to the maintenance starting date. These include, but are not limited to, proper grounding power, air conditioning, proper premise cabling, adequate housing, and any other items required to maintain equipment health.

Customer personnel must be available to provide escort, or assistance during all maintenance calls on or off site.

16. Customer Remedied for Non-Performance

The Service Department shall not be liable for interruption of Customer's business, or for loss of profit by the Customer for any general, special, or consequential damages or any commercial loss not directly or indirectly caused by the Service Department's breach of obligations hereunder or for any claims for such losses by third parties against the Customer.

17. Force Majeure

The Service Department shall not be liable for delays or failure to perform with respect to this Agreement due to:

- a) Causes beyond it's reasonable control
- b) Acts of God, riots, wars, delays in transportation or car shortages
- c) Inability for causes beyond it's control to obtain necessary labor, materials, or manufacturing facilities or delays caused by subcontractors due to similar causes.

In the event of any such delay, the date of performance shall be extended for a period equal to the time lost by reason of delay.

18. Manufacturer Support Requirements

In order to provide adequate service and support to our Customer's, it is mandatory that the following minimum levels of support are in place and maintained by the Customer:

a) If Avaya support is required from ROI, customer must either have in place, or purchase at time of sale, a minimum of Software Support (SS) or Software Support plus Upgrades (SSU) support. This entitles the Customer to get access behind the Avaya support firewall for bug fixes, patches and product support notices, or with the SSU offer, free software support during the coverage period. Software Support must be purchased in 12 month increments, or the Software Support plus Upgrades must be a 36 month agreement which can be pre-paid annually, or pre-paid for the entire 36 month term. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within Avaya's Tier 3 and Tier 4 support organizations on behalf of our Customer's.

b) If Extreme Networks, Juniper Networks, Meru Networks, Q1 Labs, Dorado Software or Fencorae support is required from ROI, the Software Maintenance must be purchased at time of sale, or for hardware components, a minimum of remote technical support and/or advanced hardware replacement must be in place. All cases of trouble should be opened with ROI Networks and ROI Networks would provide escalation within the manufacturer's technical support organizations.

Customer has read and agrees to all above Terms and Conditions for Maintenance:

Name: _____

Company: _____

Signature: _____ Date: _____

SAMPLE 1
CITY OF COSTA MESA

RESOLUTION NO. 08-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF COSTA MESA, CALIFORNIA, CERTIFYING SPECIAL
ASSESSMENTS FOR COLLECTING DELINQUENT CIVIL
FINES FOR MUNICIPAL CODE VIOLATIONS.

THE CITY COUNCIL OF THE CITY OF COSTA MESA DOES HEREBY RESOLVE AS
FOLLOWS:

WHEREAS, the City Council has adopted Chapter II of Title 1 of the Costa Mesa Municipal Code, which authorizes the issuance of civil citations that impose fines upon persons who violate the Municipal Code of the City of Costa Mesa; and

WHEREAS, certain civil citations have been issued and the civil fines imposed thereby have not been paid by the responsible persons who committed the Municipal Code violations; and

WHEREAS, Government Code section 38773.5 authorizes the City of Costa Mesa to collect delinquent fines, interest, and penalties as part of nuisance abatement procedures; and

WHEREAS, the City Council wishes to certify certain fines, interest, and penalties as delinquent and have them collected as special assessments against the real property involved,

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Costa Mesa as follows:

1. The City Council held a public hearing on August 5, 2008, which was properly noticed as required by Government Code section 38773.5, for the purpose of certifying special assessments against properties where public nuisances have occurred.
2. The special assessments designated on Attachment 1, incorporated herein by this reference, are hereby certified as being delinquent civil fines, interest and penalties owing to the City of Costa Mesa and qualified for collection as special assessments under the Government Code.
3. The City Council orders that these delinquent fines, interest and penalties are to be collected as special assessments against the respective properties shown on Attachment 1 pursuant to the provisions of Government Code section 38773.5.
4. Pursuant to such authority, the City Treasurer is directed to take the requisite steps for recording notice of such assessments against the respective properties in the property records of the County of Orange and for obtaining the collection of such assessments by the Tax Collector of the County of Orange.

5. The City Treasurer is also authorized to take the necessary steps to have releases filed with the County Recorder when any such special assessments have been paid.

PASSED AND ADOPTED this 5th day of August, 2008.

Eric R. Bever, Mayor

ATTEST:

APPROVED AS TO FORM:

Julie Folcik, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, JULIE FOLCIK, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing is the original of Resolution No. 08-_____ and was duly passed and adopted by the City Council of the City of Costa Mesa at a regular meeting held on the 5th day of August, 2008, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this 6th day of August, 2008.

JULIE FOLCIK, CITY CLERK

(SEAL)



RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

Adoption of Resolution in Recognition of Community College Month – April 2008

Resolution #08-05

Whereas, every year, the Rancho Santiago Community College District (RSCCD) - through Santa Ana College, Santiago Canyon College, and satellite educational centers - serve more than 58,000 students from Santa Ana, Garden Grove, Orange, Villa Park, Anaheim Hills, and portions of Tustin and Irvine.

Whereas, through the support of faculty and staff, more than 2,300 students successfully transfer each year to four-year colleges and universities across the county, state and nation. In fact, more than 60 percent of the California State University graduates and one-third of the University of California graduates began their academic careers at a local community college.

Whereas, Santa Ana College and Santiago Canyon College ensure Orange County's workforce is gainfully employed. The colleges award nearly 2,000 two-year associate degrees and some 1,000 professional certificates annually in a wide range of career disciplines.

Whereas, each year, more than 20,000 students benefit from a host of career development and college preparation courses offered at one of the college district's continuing education centers. These courses are the gateway for additional continuing education pursuits and enable students – many of whom attend our colleges to finish their high school diplomas, earn citizenship, and other essential coursework – to attain their personal and professional goals.

Whereas, RSCCD has developed a national reputation for program excellence. For instance, the criminal justice program at the Santa Ana College's Orange County Regional Sheriff's Training Academy trains most of the county's police officers, sheriff, and security staff. The college's nursing program is one of the largest in the region. The Water Utility Science Program at Santiago Canyon College is leading the state with innovative instruction and strong industry partnerships that are addressing California's water-related issues and concerns. RSCCD has demonstrated its invaluable niche in the higher education spectrum – the college district adapts to industry needs with training programs to ensure a competitive workforce.

Whereas, in addition to the college district's mission (relating to transfer and the attainment of professional certificates and two-year degrees), the district's programs and services play a vital role in workforce and economic development. Through the college district's many economic and workforce development programs – such as the Institute for Women Entrepreneurs, the Orange County Small Business Development Center, the California-Mexico Trade Assistance Center, Digital Media Center and more - the college district continues to respond to industry needs with a wide range of free and affordable training programs to promote entrepreneurialship and small business development in Orange County.

Whereas, community colleges continue to be the state's best public educational investment. For every dollar the state invests in local community colleges, taxpayers and the state's economy benefit three-fold. Community colleges fuel the state's economic engine, by providing educational coursework and training to many under-served and under-represented segments of society.

NOW, THEREFORE BE IT RESOLVED that the Rancho Santiago Community College District Board of Trustees hereby declares the month of April as Community College Month in recognition of the outstanding and tireless efforts of the community college faculty, administration and staff who – through their dedication and service – help thousands of students each year achieve their goals and dreams. The Board of Trustees salutes all those who dedicate themselves to this noble work of advancing the education and training of the workforce of Orange County.

Dated this 24th day of March 2008.

Ayes:	5 Trustees: Conley, Hanna, Labrado, Woolery, Yarbrough
Noes:	0 Trustees
Absent:	2 Trustees: Amezcua, Chapel
Abstain:	0 Trustees

Edward Hernandez, Jr., Ed.D.
Secretary to the Board of Trustees

SAMPLE 3
NEWPORT-MESA UNIFIED SCHOOL DISTRICT

**RESOLUTION NO: 01-08-09,
RESOLUTION OF THE BOARD OF EDUCATION OF THE NEWPORT-MESA
UNIFIED SCHOOL DISTRICT REVISING THE STRUCTURE OF THE EQUITY
COMMITTEE AS ESTABLISHED BY RESOLUTION NO: 12-10-06
EFFECTED OCTOBER 11, 2005**

WHEREAS, ON October 11, 2005, the Board of Education of the Newport-Mesa Unified School District adopted Resolution 12-10-06 creating a body known as the Equity Committee as part of the community involvement for the Measure F facilities improvement program ; and

WHEREAS, in an election duly called in the Newport-Mesa Unified School District (the "District"), County of Orange, California on August 10, 2005, with a vote held on November 8, 2005, the following proposition was approved by the electors of the District ("Measure F"):

"To increase access to educational opportunities for all students, provide facilities to meet current state educational requirements and improve student safety by completing specific projects throughout the school district, shall Newport-Mesa Unified School District issue \$282 million in bonds, at legal interest rates, with new bonds being issued only if projected annual tax rates do not exceed those being paid today by local taxpayers, guaranteed independent annual audits, a Citizens' Oversight Committee and no funds for administrator salaries?"

WHEREAS, Measure F contains a tax rate cap which constrains the issuance of bonds in series over a period of several years dependent upon the growth in assessed valuation; and

WHEREAS, the timing of the increments of the \$282 Million of the bond proceeds cannot be predicted with precise specificity; and

WHEREAS, the multiple projects authorized by the passage of Measure F will therefore also be implemented over a period of years; and

WHEREAS, the projects will occur in all four high school zones of the District; and

WHEREAS, the timing of bond sales and the equity distribution among the four high school zones of the authorized projects to be financed from Measure F proceeds will need to be evaluated annually during the Measure F program; and

WHEREAS, the long-term commitment of the District to fund on-going maintenance efforts at a minimum of 4% of the District's annual expenditures should be evaluated prior to the issuance of new bonds; and

WHEREAS, the District may qualify to receive State of California matching grant funds to construct new classrooms within the District; and

WHEREAS, the District may receive other local monies or matching fund contributions to partially pay for or augment certain projects in Measure F, and

WHEREAS, the availability of any additional monies will need to be evaluated in conjunction with the impact of the expenditure on the equity of providing facilities within each of the zones, and

WHEREAS, the Board of Education ("the Board") did and continues to seek the advice of a citizens committee with representation from the four high school zones to review District plans and advise the Board prior to the issuance of each series of bonds in the Measure F program; and

WHEREAS, implementation of the Equity Committee in the first years of Measure F has suggested that the structure of the membership selection process and the expectation of how long members would serve might benefit from improvement;

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Newport-Mesa Unified School District as follows:

1. Recitals. All of the above recitals are true and correct.
2. The sections of Resolution 12-10-06 not specifically listed below shall remain in full force and effect.
3. Revision to Section 5. Selection of Membership, shall be amended as follows and supersede and replace Section 5 as stated in Resolution 12-10-06, (changes are reflected in italic font or strike-through below),

Section 5. Selection of Membership.

(i) The recognized parent support organization at each elementary and secondary school site, as affirmed by the site principal and registered with the Superintendent's office, shall be eligible to nominate candidates from that site.

(ii) Candidates for the Equity Committee shall be individuals who reside in the Newport-Mesa Unified School District and have students in the school from which they are nominated. Candidates may not be employees of the District.

(iii) Candidates shall be nominated by each school site recognized parent support organization. There shall be a ~~minimum~~ *maximum* of two candidates nominated for each available seat on the Equity Committee for nominations to be accepted.

(iv) The Equity Committee shall be comprised of a total of twenty-one members, five selected from each zone, and a ~~Chairperson~~ selected one member "At Large". ~~from the membership by the Equity Committee members.~~ The Chairman shall be considered a District-wide representative. "Zone" is

defined as the District's high school attendance zones as constituted at the time of selection.

(v) Selection of members shall be by random lot, conducted by the Superintendent before the public, at a regular Board of Education meeting, in accordance with the following criteria:

(a) One member shall be selected by zone from a single pool of the nominated candidates from each comprehensive high school (9-12) in each zone.

(b) One member shall be selected by zone from a single pool of the nominated candidates from each middle school (7-8) in each zone.

(c) Three members shall be selected by zone from the pool of nominated candidates from the elementary schools in each zone.

(d) *One member shall be selected from the total pool of remaining candidates to serve "at large"*

(vi) After the selection of the members the Superintendent shall draw from the remaining total pool of nominated but unselected candidates for each Zone to designate one elementary and one secondary Alternate for each Zone.

(vii) The respective Alternate, elementary or secondary, shall be eligible to represent the Zone at any meeting in the event a member recognizes in advance that he/she cannot attend a duly noticed meeting.

(viii) Selection of Chairperson of the Equity Committee shall be *determined by a vote of the Equity Committee at the first meeting of the year.* ~~by random lot from nominees proposed from among the voting members at the first meeting of the Equity Committee after the general member selection process.~~

~~a) Names of nominees shall be placed in a pool as candidates.~~

~~b) The Superintendent or his Designee shall select a candidate's name from the pool. The candidate shall become the proposed Chairperson.~~

~~c) The proposed Chairperson shall be confirmed by a minimum vote of fifty percent (50%) plus one vote of the Equity Committee members casting votes.~~

~~d) In the event the Equity Committee fails to confirm the proposed Chairperson the nominee selection process shall be repeated.~~

~~e) The Chairperson once confirmed shall be considered "At Large" and continue to be eligible to hold the office as long as he/she has a student in any Newport Mesa school.~~

~~(ix) In that the Chairperson serves "At Large" and votes only in the event of a tie, the voting representation vacated by the Chairperson's selection to office shall be filled by the respective elementary or secondary Alternate for that Zone for the same term of office.~~

~~(x) At a subsequent public meeting of the Board of Education the Superintendent shall select a replacement Alternate from the respective Zone pool to replace the previous Alternate designated to take the seat vacated by the Chairperson.~~

4. Revision to Section 6. Voting, shall be amended as follows and supersede and replace Section 6 as stated in Resolution 12-10-06, (changes are reflected in italic font or strike-through below),

Section 6. Voting. Each member of the Equity Committee shall have one vote. ~~The Chairperson shall vote only in the event of a tie.~~ The Committee shall strive for consensus, however, an issue shall be determined to have been decided by the Committee if fifty percent (50%) plus one vote is in agreement.

5. Revision to Section 7. Quorum, shall be amended as follows and supersede and replace Section 7 as stated in Resolution 12-10-06, (changes are reflected in italic font or strike-through below),

Section 7. Quorum.

(i) A quorum shall be established if at least two-thirds of the voting membership, ~~excluding the Chairperson,~~ are present. In lieu of a quorum no business may be conducted in the name of the Equity Committee.

6. Revision to Section 8. Term of Membership, shall be amended as follows and supersede and replace Section 8 as stated in Resolution 12-10-06, (changes are reflected in italic font or strike-through below),

Section 8. Term of Membership. Membership shall be for ~~a one year~~ two-year term. ~~At the first meeting of the Equity Committee members shall draw lots with half of the members from each zone being designated for initial two-year terms and half being designated for initial three-year terms. Thereafter, all terms shall be two years.~~ A year shall be defined as the District's fiscal year, from July 1 through June 30. ~~The Chairperson shall serve an initial three-year term, and afterward the Chair shall be selected every two years. Members may not serve more than two consecutive terms.~~

7. Combination of this Resolution 1-08-09 with Resolution 12-10-06. With the adoption of this Resolution the Superintendent shall combine into a single document the operant provisions of both resolutions and cause the same to be published appropriately.
8. Effective Date. This Resolution shall take effect upon its adoption.

PASSED AND ADOPTED this day, July 8, 2008, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

President of the Board of Education of the
Newport-Mesa Unified School District

Attest:

Clerk of the Board of Education of the
Newport-Mesa Unified School District

CLERK'S CERTIFICATE

I, Karen Yelsey, Clerk of the Board of Education of the Newport-Mesa Unified School District, of the County of Orange, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District duly held at the regular meeting place thereof on July 8, 2008, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

An agenda of the meeting was posted at least 72 hours beforehand at 2985-A Bear Street, Costa Mesa, California, a location freely accessible to members of the public, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this _____ day of _____, 2008.

Clerk of the Board of Education
Newport-Mesa Unified School District

AGENDA – STUDY SESSION

**Coast Community College District
Regular Meeting of the Board of Trustees**

**Date: May 7, 2008 6:30 p.m.
Board Room - 1370 Adams Avenue
Costa Mesa, CA 92626**

Procedural Matters

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment

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 Manager of Board Operations prior to speaking.

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.

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.

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 Manager of Board Operations at, (714) 438-4848, at least 48 hours prior to the meeting to inform us of your particular needs so that appropriate accommodations may be made.

5. Adopt Agenda
6. Approval of Minutes

Regular Meeting of:

General Information And Reports

1. Review of Board Meeting Dates
2. Opportunity to Review the Board Directives Log
3. Chancellor's Report
4. District Agenda

Consent Calendar

All items listed under the consent calendar are considered to be routine, and action will be taken by the Board of Trustees in one motion. There will be no discussion of the items prior to the vote unless it is requested by a member of the Board that specific items be discussed or removed, in which case that item will be considered immediately following the consent calendar.

1. Curriculum Approvals

- a. Approval of New Courses
- b. Approval of New Programs/Options
- c. Approval of Course Revisions
- d. Approval of Program/Option Revisions
- e. Approval of Course Retirements
- f. Approval of Program/Option Retirement
- g. Approval of Program/Option Suspensions
- h. Approval of Course Reinstatement
- i. Approval of General Education/Graduation Requirements

2. Travel Authorization

- a. Authorization for Attendance at Meetings and/or Conferences - Board and Staff Members
- b. Authorization for Student Trips

3. General Items

- a. Authorization for Special Projects
- b. Authorization to Apply for Funded Programs and/or Projects
- c. Authorization for Disposal of Surplus Materials and/or Equipment
- d. Authorization to Enter into Standard Agreements for Distribution of Telecourses, Coastline Community College

- e. Approval of Clinical Contracts
- f. Authorization for Purchase of Institutional Memberships
- g. Community Activities
- h. Sailing Program, Orange Coast College

4. Personnel Items

- a. Authorization for Special Assignments
- b. Acceptance of Resignations and/or Approval of Layoffs and Terminations
- c. Authorization for Leaves of Absence
- d. Authorization for Pay Changes, Academic Staff
- e. Appointment of Substitutes, Academic Staff
- f. Authorization for Changes in Assignments, Academic Staff
- g. Authorization for Contract Amendments Based Upon Horizontal Salary Moves
- h. Appointment of Academic Staff
- i. Appointment of Classified Staff to Advertised Positions
- j. Authorization for Reclassification, Classification Reductions, and Reorganizational Reassignments, Classified Staff
- k. Authorization for Temporary Out of Class & Special Assignments, Classified Staff
- l. Authorization for Schedule Changes, Classified Staff
- m. Authorization for Changes in Salary Schedules
- n. Authorization for Additional Assignments, Change in Bargaining Unit, Classified Staff
- o. Appointment of Special Category, Hourly Staff
- p. Authorization for Professional Experts
- q. Authorization for Monthly Travel Allowances
- r. Approval of Sabbatical Leave Requests
- s. Authorization for Independent Contractors
- t. Authorization for Off-Campus Assignments
- u. Authorization for Staff Development

- v. Authorization for Professional Development Program

5. Financial Approvals

- a. Approval of Purchase Orders
- b. Ratification/Approval of Checks
- c. Check List for General Obligation Bond Fund
- d. Bond Project Legend
- e. Authorization for Special Payments

6. Buildings and Grounds Items Under \$10,000

- a. ***(Title)

Action Items

Agreements

- 1. ***(Title)
- 2. ***(Title)
- 3. ***(Title)
- 4. ***(Title)
- 5. ***(Title)

Buildings and Grounds Items Over \$10,000 and Change Order Items

- 1. ***(Title)

General Items of Business

- 1. ***(Title)

Personnel Action Item

- 1. ***(Title)

Policy Implementation

- 1. ***(Title)

Resolutions

- 1. ***(Title)

Adjournment

BUSINESS OPERATIONS
(Conflict of Interest Code)

040-11-1

Revised 03/07/01
Revised 02/20/02
Revised 11/20/02
Revised 3/1/2006
Last Revised XX/XX/XX

CONFLICT OF INTEREST CODE

The Board of Trustees has adopted the following Conflict of Interest Code in accordance with the Political Reform Act of 1974 as amended. Each even-numbered year prior to July 1, the Board of Trustees shall review the Conflict of Interest Code. If changes are made to the Code, the Board shall submit the amended Conflict of Interest Code to the Orange County Board of Supervisors. If no changes are made, the Board shall so certify to the Board of Supervisors no later than October 1 of the same year. All Designated Employees shall file annual statements of economic interests no later than April 30 of each year.

Political Reform Act of 1974 as amended
Fair Political Practices Commission

**CONFLICT OF INTEREST CODE FOR THE
COAST COMMUNITY COLLEGE DISTRICT**

The Political Reform Act (Government code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Coast Community College District.

Designated employees shall file statements of economic interests with their agency. Upon receipt of the statements of the Board of Trustees, the agency shall make and retain copies and forward the originals of these statements to the County of Orange, Clerk of the Board of Supervisors. Statements for all other designated employees will be retained by the agency.

BUSINESS OPERATIONS
(Conflict of Interest Code)

040-11-1
Cont'd

APPENDIX A

DESIGNATED POSITIONS
Revised March 1, 2006

Persons occupying the following positions are Designated Employees and must report the financial interests defined below:

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Chancellor	1. Architectural Firms
Board Members (includes Student Trustee)	2. Audio-Visual Equipment Suppliers and Manufacturers
**Consultants	3. Cleaning and Maintenance Materials
Vice Chancellor, Administrative Services	4. Computer Equipment Manufacturers and Suppliers
Associate Vice Chancellor, Education and	5. Computer Software Manufacturers and Suppliers
External Affairs Educational Services	6. Computer-related Consultancy Firms
Vice Chancellor, Human Resources	7. Construction Contractors and Subcontractors
President (CCC, GWC, OCC)	8. Construction Materials Suppliers and Subcontractors
	9. Consultancy Firms
	10. Consultants Related to Health Services
	11. Educational Equipment Manufacturers and Suppliers
	12. Food Manufactures
	13. Food Suppliers
	14. Gardening Tools and Equipment Manufacturers and Suppliers
	15. Hardware Suppliers and Manufactures
	16. Instructional Materials Suppliers and Manufacturers
	17. Insurance and Annuity Companies
	18. Library Book Manufacturers and Suppliers
	19. Library Equipment Manufacturers and Suppliers

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The Chancellor or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS
(Conflict of Interest Code)

040-11-1
Cont'd

POSITION

**TYPE OF FINANCIAL INTEREST*
WHICH MUST BE DISCLOSED**

20. Library Research Materials Manufactures and Suppliers
21. **Lending Firms**
22. Motor Vehicle Lubrication and Fuel Suppliers
23. Motor Vehicle Parts Suppliers and Manufacturers
24. Motor Vehicle Tire Suppliers and Manufactures
25. Office Machine Manufacturers and Suppliers
26. Real Property Interest
27. School Picture Suppliers
28. School Ring Manufacturers and Suppliers
29. School and Office Furniture Manufacturers and Suppliers
30. Testing Materials Manufacturers and Suppliers
31. Textbook Manufacturers and Suppliers
32. Travel Agencies
33. Vending Machine Operations
34. Yearbook Manufacturers and Suppliers

*The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS
(Conflict of Interest Code)

040-11-1
Cont'd

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Administrative Director, Fiscal Affairs	1. Architectural Firms
Executive Dean of Instructional Systems Development (CCC)	2. Audio-Visual Equipment Suppliers and Manufacturers
Director of Purchasing	3. Cleaning and Maintenance Material
Director, Financial Aid (CCC, GWC, OCC)	4. Computer Equipment Manufactures and Suppliers
Physical Facilities Coordinator Director, Facilities & Planning (DIST)	5. Computer Software Manufacturers and Suppliers
Supervisor, Application Development (DIS)	6. Computer-related Consultancy Firms
Supervisor, Computer Operations (DIS)	7. Construction Contractors and Subcontractors
Supervisor, Telecommunications/Information Services Support (DIS) Manager, Applications Development and Information Systems	8. Construction Materials Suppliers and Manufacturers
Manager, Technical Support and Operations (DIST, CCC, GWC, OCC)	9. Consultancy Firms
Buyer I	10. Consultants Related to Health Services
Buyer II	11. Food Manufacturers
Director of Internal Audit Services	12. Food Suppliers
Transportation and Facilities Coordinator (DIST) District Environmental Health and Safety and Transportation Manager	13. Gardening Tools and Equipment Manufacturers and Suppliers
	14. Hardware Suppliers and Manufacturers
	15. Instructional Materials Suppliers and Manufacturers
	16. Insurance and Annuity Companies
	17. Lending Firms
	18. Motor Vehicle Lubrication and Fuel Suppliers
	19. Motor Vehicle Parts Suppliers and Manufacturers
	20. Motor Vehicle Tire Suppliers and Manufacturers
	21. Office Machine Manufacturers and Suppliers
	22. Real Property Interests
	23. School and Office Furniture Manufacturers and Suppliers
	24. School Picture Suppliers
	25. School Ring Manufacturers
	26. Travel Agencies
	27. Vending Machine Operations
	28. Yearbook Manufacturers and Suppliers

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BUSINESS OPERATIONS
(Conflict of Interest Code)

040-11-1
Cont'd

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Administrative Dean, Instruction Systems Development (CCC)	1. Computer Equipment Manufacturers and Suppliers
Dean, Career and Technical Education (OCC)	2. Computer Software Manufacturers and Suppliers
Dean, Technology and Vocation Education (GWC)	3. Consultancy Firms
Dean, Learning Resources (CCC, GWC, OCC)	4. Consultants Related to Health Services
Administrative Director, Human Resources	5. Educational Equipment Manufacturers and Suppliers
Director, Contract Education and Operations (CCC)	6. Instructional Materials Suppliers and Manufacturers
Director of Maintenance & Operations (CCC, GWC, OCC)	7. Library Book Manufacturers and Suppliers
Vice President, Instruction (CCC, GWC, OCC)	8. Library Equipment Manufacturers and Suppliers
Vice President, Student Services (CCC, GWC, OCC)	9. Library Research Materials Manufacturers And Suppliers
	10. Real Property Interests
	11. Testing Materials Manufacturers and Suppliers
	12. Textbook Manufacturers and Suppliers

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BUSINESS OPERATIONS
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040-11-1
Cont'd

POSITION	TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED
Director of Institutional Advancement (OCC, GWC)	1. Audio-Visual Equipment Suppliers and Manufacturers
Director of Maintenance & Operations (GWC, OCC, CCC)	2. Computer Equipment Manufacturers And Suppliers
District Director, Marketing and Public Relations Public Affairs, Marketing & Government Relations	3. Computer Software Manufacturers and Suppliers
Executive Dean of Instructional Systems Development (CCC)	4. Consultancy Firms
Vice President, Administrative Services (CCC, GWC, OCC)	5. Consultants Related to Health Services
Vice President, Student Services (CCC, GWC, OCC)	6. Construction Contractors
Director of College Bookstore (CCC), (GWC)	7. Food Manufacturers
Cafeteria Manager (OCC)	8. Food Suppliers
Director, College Support Services (OCC)	9. Instructional Materials Suppliers And Manufacturers
Director, Community Services (GWC)	10. Insurance and Annuity Companies
Director, Fiscal Services (CCC, GWC, OCC)	11. Lending Firms
Director of Student Auxiliary Services (OCC)	12. Material Suppliers
Director of Student Auxiliary Services/Snack Bar Manager (OCC)	13. Medical Suppliers
General Manager/Instructional Food Services	14. Office Machine Manufacturers and Suppliers
	15. School Picture Suppliers
	16. School Ring Manufacturers
	17. School and Office Furniture Manufacturers and Suppliers
	18. Vending Machine Operations

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