
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, September 2, 2009
5:00 p.m. Closed Session 6:30 p.m. Regular Meeting
Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626**

- 1.00 Procedural Matters
- 1.01 Call to Order
- 1.02 Roll Call
- 1.03 Public Comment (Closed Session – Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

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

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

- 1. Faculty Special Assignments
- 2. Substitute Faculty
- 3. Full-time Faculty
- 4. Part-time Faculty
- 5. Classified Staff
- 6. Classified Temporary Assignments
- 7. Hourly Staff

8. Substitute Classified
9. Student Workers
- 1.04.02 Public Employee Discipline/Dismissal/Release (Pursuant to Section 54957)
- 1.04.03 Conference with Labor Negotiator (Pursuant to Government Code 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association - California Teachers Association/
National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Unrepresented Employees: Educational Administrators
- 1.04.04 Conference with Legal Counsel: Anticipated Litigation (Pursuant to sub-section "c" of Government Code Section 54956.9)

Potential initiation of litigation - 1 Case
- 1.04.05 Conference with Legal Counsel: Existing Litigation (Pursuant to sub-section "a" of Government Code Section 54956.9)

Morgenstern v. Orange Coast College et al.,
Orange County Superior Court Case No. 30-2008-00109222
Zandieh v. Coast Community College District,
Orange County Superior Court Case No. 30-2008-00108991
Orellana v. Coast Community College District,
Orange County Superior Court Case No. 30-2008-00114631
Lewis v. Coast Community College District et al.,
Orange County Superior Court Case No. 30-2008-00114263
Steidinger v. Coast Community College District,
Orange County Superior Court Case No. 30-2008-00109197
Coast Federation of Classified Employees v. Coast Community College District
("Me too" Grievance)
Campbell v. Coast Community College District (CFCE)
Sleep v. Coast Community College District (CCCA-CTA/NEA)
Chambers v. Coast Community College District (CCCA-CTA/NEA)
Warwick v. Coast Community College District (CFE)
Jasser v. Coast Community College District (CFE)
Jeannette Faber v. Coast Community College District,
Orange County Superior Court Case No. 30-2009-00126090
- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance – Student Trustee, Robert Lane
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

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

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1.09 Public Hearing - Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 Initial Proposal to Negotiate the Agreement between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District

1.10 Public Hearing - Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

2.00 General Information and Reports

2.01 Informative Reports

(Oral reports shall be limited to a maximum of three minutes. If requested and provided to the Board during the oral report, a written report shall be included as part of the public record. These reports generally will cover issues such as past and upcoming activities, student enrollment, budgetary issues, student concerns, and employee concerns)

2.01.01 Report from the Chancellor

2.01.02 Reports from the Presidents

2.01.03 Reports from the Officers of Student Government Organizations

2.01.04 Reports from the Academic Senate Presidents

2.01.05 Reports from Employee Representative Groups

2.01.06 Reports from the Board of Trustees

2.01.07 Reports from the Board Committees

2.01.08 Cap Load Ratio and 5 Year Construction Plan Management Report

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

2.02.02 Review of Board Committees' Meeting Dates

2.02.03 Consideration of Meetings and Conferences of the American Association of Community College (AACC), Association of Community College Trustees (ACCT) & California Community Colleges League (CCLC)

- 2.02.04 Opportunity for the Board to Review the Board Directives Log
- 2.03 Review of Buildings and Grounds Reports
 - Orange Coast College Child Care Afterschool Classroom
 - Orange Coast College Softball Field
 - Orange Coast College New Consumer Health & Science Lab Building
 - Orange Coast College Student Center Renovation
 - Golden West College Learning Resource Center
- 2.04 Review of Quarterly Financial Status Report
- 3.00 Consent Calendar
- 3.01 Curriculum Approval (None)
- 3.02 Authorization for Attendance at Meetings and/or Conferences
 - 1. Meetings for the Board of Trustees
 - 2. Meetings for Faculty and Staff
- 3.02.01 Authorization for Student Trips – Coastline Community College (None)
- 3.02.02 Authorization for Student Trips – Golden West College
- 3.02.03 Authorization for Student Trips – Orange Coast College
- 3.03 General Items
 - 3.03.01 Authorization for Special Projects – Coastline Community College
 - Early College High School Back to School Night
 - Early College High School Open House
 - Annual EOPS Student Awards Breakfast
 - Canned Food Drive
 - Second Annual Educational Vietnamese Diabetes Seminar and Health Fair
 - Career Center Open House
 - 3.03.02 Authorization for Special Projects – Golden West College
 - High School Counselor Breakfast
 - Athletics Fundraiser
 - Alpha Gamma Sigma Honor Society, Fall Advisors' Meeting
 - Surf City Nights
 - GWC Cross Country Invitational @ Central Park, HB
 - Athletics Luncheons
 - Men's and Women's Water Polo Team Lunches/Dinner
 - GWC Water Polo Tournament
 - Jewelry Sale Fundraiser
 - EOPS/CARE Opportunity Drawing Ticket Sales
 - Surf City Nights
 - Huntington Beach Green Expo
 - Campus & Community Advisory Meetings, Regional Directors Meetings & a Potential Staff Retreat
 - CARE Workshops
 - 3.03.03 Authorization for Special Projects – Orange Coast College
 - Year-Long Campus and Community Service/Fundraising Book Drive
 - Honors Open House
 - Honors Fair

2010 Phi Theta Kappa Induction Ceremony and Reception
OCC Phi Theta Kappa Events
OCC Vietnamese Student Association Activities
Flamenco Concert – de Gracia y Pasion
OCC Technology Division Activities
OCC Instructional Food Services Activities
Early Childhood Lab School Meetings and Events
The Big Print Exhibition
The Art of Alex Gray Exhibition

3.03.04 Authorization to Apply for Funded Programs

3.03.05 Authorization for Disposal of Surplus (None)

3.03.06 Authorization to Enter Standard Telecourse Agreements – Coastline Community College

3.03.07 Authorization for Purchase of Institutional Memberships – Coastline Community College

3.03.08 Authorization for Purchase of Institutional Memberships – Golden West College

3.03.09 Authorization for Community Activities – Orange Coast College

3.04 Personnel Items

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

3.04.02 Authorization for Leaves of Absence

3.04.03 Authorization for Changes in Assignments, Academic Staff

3.04.04 Authorization for Contract Amendments Based Upon Horizontal Salary Moves

3.04.05 Authorization for Changes in Salary Schedules

3.04.06 Authorization for Professional Experts

3.05 Additional Personnel Items

3.05.01 Authorization for Independent Contractors – Coastline Community College

3.05.02 Authorization for Independent Contractors – Golden West College

3.05.03 Authorization for Independent Contractors – Orange Coast College

3.05.04 Authorization for Independent Contractors – District

3.05.05 Authorization for Professional Development Program

3.05.06 Authorization for Off-Campus Assignments – Coastline Community College

3.06 Financial Approvals

3.06.01 Approval of Purchase Orders

3.06.02 Ratification/Approval of Checks

3.06.03 Check List for General Obligation Bond Fund

4.00 Action Items

4.01 Approval of Agreements – Coastline Community College

4.01.01 Authorization to Approve an Agreement between the Coast Community College District and Mile Square Golf Course—Limited Partnership for Catering and Banquet Facilities for the Ninth Annual EOPS Student Breakfast Awards

4.02 Approval of Agreements – Golden West College

4.02.01 Approve Agreement with Southern California Edison for Monetary Incentive

4.02.02 Approve Agreement with Global eRecyclers, Inc. for Electronic Waste Recycling

4.03 Approval of Agreements – Orange Coast College

4.03.01 Approve Agreement between the County of Orange Registrar of Voters and the Coast Community College District for the Purpose of Orange Coast College Providing a Four-hour Workshop to the Orange County Registrar of Voters

4.03.02 Approve Agreement between the Institute of Reading Development and the Coast Community College District for the Purpose of Teaching a Series of Reading Enrichment Programs Offered by Orange Coast College

4.03.03 Approve Agreement between Smarthinking, Inc. and the Coast Community College District for the Purpose of Offering an Online Tutoring Program to OCC Students

4.03.04 Approve a Standard Student Intern Placement Agreement between California State University Long Beach and the Coast Community College District

4.04 Approval of Agreements – District

4.04.01 Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation

4.04.02 Approval of Contractors for FY 2009-2010 Pursuant to District's Standard Annual Agreement for Contractors Services

4.05 Buildings and Grounds Approvals

4.05.01 Approve Change Order No. 1; Coastline Community College Restoration of Exterior Metal Panels; Bid No. 1967

4.05.02 Authorization to Employ C.W. Driver; Orange Coast College Student Center Renovation

4.05.03 Approve Addendum No. 3 for AEPC Group, LLC; Orange Coast College Student Center Remodel

4.06 General Items of Business – District

4.06.01 Official Public Hearing and Adoption of the 2009-2010 Budget for the Coast Community College District

4.07 Resolutions

4.07.01 Coast Community College District Board of Trustees Resolution # 09-41
Adoption of Resolution Authorizing Signatures – Orange County Department of Education

4.08 Approval of Minutes
Regular Meeting of: August 19, 2009

5.00 Public Comment (Items not on the Agenda)

6.00 Adjournment



1.00 Procedural Matters

Meeting: 09/02/2009 Regular Meeting
Category: 1. Procedural Matters
Agenda Type: Information
Public Access: Yes

Agenda Item Content

1.00 Procedural Matters

1.01 Call to Order

1.02 Roll Call

1.03 Public Comment (Closed Session - Items on Agenda)

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5. Classified Staff

6. Classified Temporary Assignments
7. Hourly Staff
8. Substitute Classified
9. Student Workers

1.04.02 Public Employee Discipline/Dismissal/Release
(Pursuant to Section 54957)

1.04.03 Conference with Labor Negotiator
(Pursuant to Government Code 54957.6)

Agency Negotiator: Joseph Quarles Ed.D., Vice Chancellor, Human Resources
Employee Organizations: Coast Federation of Classified Employees (CFCE),
Coast Community College Association - California Teachers Association/
National Education Association (CCCA-CTA/NEA),
Coast Federation of Educators/American Federation of Teachers (CFE/AFT)
Unrepresented Employees: Educational Administrators

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

Potential initiation of litigation - 1 Case

1.04.05 Conference with Legal Counsel: Existing Litigation
(Pursuant to sub-section "a" of Government Code
Section 54956.9)

Morgenstern v. Orange Coast College et al.,
Orange County Superior Court Case No. 30-2008-00109222
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Warwick v. Coast Community College District (CFE)
Jasser v. Coast Community College District (CFE)
Jeannette Faber v. Coast Community College District,
Orange County Superior Court Case No. 30-2009-00126090

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance - Student Trustee, Robert Lane
- 1.07 Report of Action in Closed Session (if any)
- 1.08 Public Comment (Open Session - Items on Agenda)

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- 1.09 Public Hearing - Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794 Initial Proposal to Negotiate the Agreement between the Coast Federation of Classified Employees (CFCE) and the Coast Community College District

It is recommended by the Interim Chancellor and the Vice Chancellor of Human Resources that the Board of Trustees, in compliance with the necessary PERB legal procedures, provide an opportunity for any public comment on the initial proposal made by the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) on August 19, 2009 to negotiate the Agreement between the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT) and the Coast Community College District. The initial proposal is available at the District's Office of Human Resources (See Attachment # 1).

- 1.10 Public Hearing - Coast Community College District's Initial Proposal to Negotiate the Agreement between the Coast Community College District and Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT), Local 4794

It is recommended by the Interim Chancellor and the Vice Chancellor of Human Resources that the Board of Trustees, in compliance with the necessary PERB legal procedures, provide an opportunity for any public comment on the initial proposal made by the Coast Community College District on August 19, 2009 to negotiate the Agreement between the Coast Community College District and the Coast Federation of Classified Employees/American Federation of Teachers, AFL/CIO (CFCE/AFT). The initial proposal is available at the District's Office of Human Resources (See Attachment # 2).

Additional Administrative Content

Action Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by Jbd.Rodriguez. Last update on 03/27/2009 by Jbd.Rodriguez.

2.00 General Information and Reports

Meeting: 09/02/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.00 General Information and Reports

Additional Administrative Content

Created on 07/10/2009 at 02:40 PM by Jodi Rodriguez. Last update on 08/26/2009 by Jodi Rodriguez.

2.01 Informative Reports

Meeting: 09/02/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content**2.01 Informative Reports**

(Oral reports shall be limited to a maximum of three minutes. If requested during the oral report, a written report shall be included as part of the public record.)

2.01.01 Report from the Chancellor

2.01.02 Reports from the Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.03 Reports from the Officers of Student Government
Organizations

Coastline Community College
Golden West College
Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

Coastline Community College
Golden West College
Orange Coast College

2.01.05 Reports from Employee Representative Groups

2.01.06 Reports from the Board of Trustees

2.01.07 Reports from the Board Committees

Audit Committee
Accreditation Committee
Career Technical Education Committee
Land Development Committee

2.01.08 Cap Load Ratio and 5 Year Construction Plan Management
Report

2.02 Matters for Review, Discussion and/or Action

Meeting: 09/02/2009 Regular Meeting
 Category: 2: General Information and Reports
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

<u>Date</u>	<u>Topics</u>
September 16, 2009	Regular Meeting
September 30, 2009	Regular Meeting
October 21, 2009	Study Session, Adoption of Budget Calendar, Board Self-Evaluation
November 4, 2009	Regular Meeting
November 18, 2009	Regular Meeting, Internal Audit Report, Quarterly Financial Status Report
December 9, 2009	Regular/Organizational Meeting

2010 Board Meeting Dates for Review

January 20, 2010	Regular Meeting
February 3, 2010	Regular Meeting
February 17, 2010	Regular Meeting
March 3, 2010	Regular Meeting
March 17, 2010	Regular Meeting/Budget Study Session
April 7, 2010	Regular Meeting
April 21, 2010	Regular Meeting/Service Awards
May 5, 2010	Regular Meeting
May 19, 2010	Regular Meeting
June 16, 2010	Regular Meeting
July 21, 2010	Regular Meeting
August 4, 2010	Regular Meeting/Study Session
August 18, 2010	Regular Meeting
September 1, 2010	Regular Meeting
September 15, 2010	Regular Meeting
October 6, 2010	Regular Meeting
October 20, 2010	Regular Meeting/Study Session
November 3, 2010	Regular Meeting
November 17, 2010	Regular Meeting
December 8, 2010 *	Regular/Organizational Meeting
* (tentative)	

2.02.02 Review of Board Committees' Meeting Dates

Career Technical Education	September 10, 2009 Board Conference Room 10:00 a.m.
Land Development Committee	September 28, 2009 Board Conference Room 10:00 a.m.
Career Technical Education	October 14, 2009 Board Conference Room 10:00 a.m.
Audit Committee	November 17, 2009 Board Conference Room 3:00 p.m.

2.03 Review of Buildings and Grounds Reports

Meeting: 09/02/2009 Regular Meeting
 Category: 2. General Information and Reports
 Agenda Type: Information
 Public Access: Yes

Agenda Item Content**2.03 Review of Buildings and Grounds Reports****Orange Coast College Child Care Afterschool Classroom**

Architect: Taylor Architects
 Construction Start: December 2008/Estimated Completion: August 2009
 Funding Source: OCC Foundation

Project Status: The project is on hold pending replacement of the general contractor. The District is in contact with the bonding company for this project to determine the best way to proceed with the completion of the building. The project will not be completed before the start of the Fall semester so the Child Care Center staff are making other arrangement to house the after-school children in the interim.

Orange Coast College Softball Field

Architect: tBP Architecture
 Bid Process: February/April 2009
 Construction Start: Est. April 2009
 Funding Source: Measure C Obligation Bond

Project Status: The project is on schedule to be completed in September. The final step will be to seed the field so it can be ready for classes on the field in Spring 2010.

Orange Coast College New Consumer Health & Science Lab Building

Architect: LPA Architecture
 Construction Completion: October 2010
 Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Status: The pads and footings for Building "A", "B" and "C" are completed. The building construction has now gone "vertical" as Building "C" first floor concrete cast-in-place sheer walls have been placed on the east side. Steel erection is scheduled to begin September 15th.

Orange Coast College Student Center Renovation

Architect: AEPC Architecture
 DSA Approval: September 2009
 Construction Start: December 2009
 Funding: Measure C General Obligation Bond

Status: The Student Center Renovation is a new project which includes adding a classroom for the culinary arts program, renovating the cafeteria kitchen and remodeling of the ASOCC area. **This project requires that the occupants of the Student Center be relocated during the construction period. The temporary buildings will be placed near the Bookstore warehouse. This construction portion of work is scheduled to go out to bid in October 2009.**

Golden West College Learning Resource Center

Architect: Steinberg Group (Construction Manager: URS)

DSA Approval: March 2008

Construction Schedule: Started July 2008/Est.

Completion: August 2010

Funding Source: Measure C General Obligation Bond

Status: The following activities have been completed or are underway in August:

Stripping of the remaining first floor wall forms; installation of shoring for second floor slab; placement of second floor rebar; placement of second floor conduits, electrical floor boxes, plumbing, and HVAC sleeves; pouring of east boundary site paving; placement of second floor Community Room structural steel; installation of 1-story parapet studs; spraying of 1-story fireproofing; installation of HVAC/Plumbing piping for 1-story building; installation of interior stud framing for 1-story building; and installation of glass for curtainwall members for mock-up wall.

Additional Administrative Content

Created on 06/27/2009 at 10:10 AM by CCOBEC; Last Update on 06/27/2009 by Jodi Rodriguez

2.04 Review of Quarterly Financial Status Report

Meeting: 09/02/2009 Regular Meeting
Category: 2. General Information and Reports
Agenda Type: Information
Public Access: Yes

Agenda Item Content

2.04 Review of Quarterly Financial Status Report

AB2910 (enacted 3/16/88) requires that the District file a Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. Attached to each Trustee's agenda is the Fourth Quarter Financial Status Report ending June 30, 2009. (See Attachment #7)

Fiscal Impact: None

Additional Administrative Content

Action Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by @GGB@SVC - Last update on 08/27/2009 by JCS Rodriguez

3.00 Consent Calendar

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.00 CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees.

To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar

Additional Administrative Action

09/02/2009 10:24:00 PM 10/27/2009 10:27:20 AM, 09/02/2009

3.01 CURRICULUM APPROVAL (None)

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.01 Curriculum Approval

None

Additional Administrative Content

Created on 09/02/2009 at 12:10 PM by Panel Admin / Las Vegas / data on 09/02/2009 at 12:08 PM by 1037

3.02 TRAVEL AUTHORIZATIONS - BOARD & STAFF

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.02 Travel Authorizations - Board and Staff****1.Travel Authorization****a.Authorization for Attendance at Meetings and/or Conferences****(1)Meetings for the Board of Trustees**

None.

(2)Meetings for Faculty and Staff

Kimberly R Allen, Admin Dir Fisci Affr (CCCD), to attend the ACBO Fall 2009 Conference, October 26-28, 2009, Fallbrook, CA, without loss of salary, with reimbursement for allowable expenses of \$650, including a registration fee of \$285, to be paid from Mgmt Conf - Fiscal Affairs funds.

Kimberly R Allen, Admin Dir Fisci Affr (CCCD), to attend the 2009 California Community Colleges Banner Users' Group (3CBG) Conference, October 7, 2009, Costa Mesa, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

Cristina M Arellano, EOPS/CARE Outreach Tech (CCC), to attend the 2009 Extended Opportunity Programs and Services Annual Conference, October 14-16, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$425, to be paid from Professional Staff Development funds.

Timothy M Baker, Budget Coordinator (CCCD), to attend the 2009 California Community Colleges Banner Users' Group (3CBG) Conference, October 7, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$10, to be paid from District Budget Conference funds.

Kevin T Ballinger, Dean (OCC), to attend the California Community College Association of Occupational Education Fall Conference, October 28 - 30, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$395, to be paid from Perkins VTEA Career Ed funds.

Chandulal M Brahmabhatt, Vice Chancellor (CCCD), to attend the Association of Chief Business Officials (ACBO) Fall 2009 Conference, October 26 - 28, 2009, Fallbrook, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$285, to be paid from Administrative Services Management Conference funds.

Debra G Brown, Hourly Instructor (CCC), to attend the The 21st Century Paralegal 28th Annual Conference, October 28-31, 2009, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$355, travel by Air Coach, to be paid from VTEA funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Honors Transfer Council of California Meeting,

October 16, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the Honors Transfer Council of California Meeting, December 4, 2009, San Jacinto, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the National Collegiate Honors Council Conference, October 28 - November 1, 2009, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$3,000, including a registration fee of \$350, travel by Air Coach, rental car and insurance, to be paid from ASOCC Ancillary funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the UCLA/TAP/Transfer Conference, November 20, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Honors Program & ASOCC funds.

Denise A Cabanel-Bleuer, Instructor (OCC), to attend the 2010 Western Regional Honors Council Conference, April 8 - 10, 2010, Jackson Hole, WY, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$175, travel by Air Coach, rental car and insurance, to be paid from ASOCC funds.

Kristin L Clark, Administrative Dean (OCC), to attend the 19th Annual Strategic Enrollment Management Conference, November 7 - 11, 2009, Dallas, TX, without loss of salary, with reimbursement for allowable expenses of \$2,264, including a registration fee of \$1,264, to be paid from Admissions and Records Ancillary funds.

Ding-Jo H Currie, Interim Chancellor (CCCD), to attend the The College Board Community College Advisory Panel Meeting, October 22-24, 2009, New York City, NY, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency.

Ding-Jo H Currie, Interim Chancellor (CCCD), to attend the American Association of Women in Community Colleges Oregon Fall Conference, November 19-22, 2009, Portland, OR, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds for extended stay on weekend of November 21 & 22.

Wanda N Doty, Dst Acct Pay/Bgt Mgr (CCCD), to attend the 2009 California Community Colleges Banner Users' Group (3CBG) Conference, October 7, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$10, to be paid from District Budget Conference funds.

Corine L Doughty, Director, Career Services (OCC), to attend the California Community College Association of Occupational Educators Fall Conference, October 28 - 30, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$395, to be paid from Perkins VTEA Career Ed funds.

Corine L Doughty, Director, Career Services (OCC), to attend the Orange County Workforce Development Conference 2009, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$70, to be paid from Perkins VTEA Career Ed funds.

Sloane A Greenough, Budget Coordinator (CCCD), to attend the 2009 California Community Colleges Banner Users' Group (3CBG) Conference, October 7, 2009, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$10, to be paid from District Budget Conference funds.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the California Community College Association for Occupational Education Fall 2009 Conference, October 28 - 30, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from VTEA IC Grant funds. To obtain resources and statewide updates/information from

the State Chancellor's Office regarding Career Technical and Economic Development funding and regulations.

Raine L Hambly, Educ & Grant Serv Coordinator (CCCD), to attend the Orange County Workforce Development Conference, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$85, to be paid from VTEA IC Grant funds. To hear the 2009-2010 Economic Forecast for Orange County and pick up supporting printed materials to share with District CTE programs.

Iris M Hidalgo, EOPS/Care Specialist (OCC), to attend the California Community Colleges Banner Group, October 7, 2009, Costa Mesa, CA without loss of salary, with reimbursement for allowable expenses of \$10, to be paid from EOPS funds.

Jacqueline Hills-Williams, Instructor/Coord (GWC), to attend the Associate's Degree/Bachelor's Degree Nursing Annual Director's Conference, Monterey, CA, October 6-10, 2009, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$200, and travel by personal car not to exceed equivalent airfare to be paid from Nursing Grant funds.

Phuong-Thao Thi H Ho, Inst Assoc-Couns/Gdn (OCC), to attend the Orange County Workforce Development Conference 2009, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$90, including a registration fee of \$70, to be paid from Perkins VTEA Career Ed funds.

Cheryl L Jupiter, Counselor (OCC), to attend the University of California Counselor Conference, September 16, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$20, to be paid from Transfer Centers funds.

Cheryl L Jupiter, Counselor (OCC), to attend the California State University Community College Counselor Conference, September 30, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$65, to be paid from Transfer Centers funds.

Cheryl L Jupiter, Counselor (OCC), to attend the Transfer Center Directors Association Conference, September 9 - 10, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$550, including a registration fee of \$50, travel by Air Coach, to be paid from Transfer Centers funds.

Richard B Kudlik, Dir Of Intrnl Ad Svc (CCCD), to attend the Community College Internal Auditors (CCIA) 2009 Fall Conference, October 1 - 2, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$85, to be paid from Internal Audit Management Conference funds, to learn about audit issues affecting California community colleges.

Heather M Larson, Hrlly/Temp Service (OCC), to attend the Community College Public Relations Organization Drive-In Conference, September 9, 2009, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$30, to be paid from Public Relations/CFCE Conference funds, Public Relations/CFCE Conference funds.

Margaret M Lovig, Instructor (CCC), to attend the The 21st Century Paralegal 28th Annual Conference, October 28-31, 2009, Portland, OR, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$420, travel by Air Coach, to be paid from VTEA funds.

Carla R Martinez, Student Serv Coord (OCC), to attend the California Community College Student Affairs Association Student Leadership Conference, October 16 - 18, 2009, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$210, travel by Air Coach, to be paid from ASOCC funds.

Joumana H McGowan, Dean (CCC), to attend the Orange County Workforce Development Conference

2009 - Reboot OC, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$110, including a registration fee of \$70, to be paid from VTEA funds.

Joumana H McGowan, Dean (CCC), to attend the California Community College Association for Occupational Education 2009 Conference, October 28-30, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$605, including a registration fee of \$395, to be paid from VTEA funds.

Joumana H McGowan, Dean (CCC), to attend the 2009 Green California Community College Summit, October 6-7, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$330, including a registration fee of \$190, to be paid from VTEA funds.

Joy L Myers, Coordinator (OCC), to attend the Commission on Dental Accreditation Site Visit, September 21 - 24, 2009, Reno, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring organization.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers, October 18 - 23, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$2,000, including a registration fee of \$305, to be paid from VPI Management Conferences funds.

Joseph E Poshek, Dean (OCC), to attend the Strengthening Student Success, October 7 - 9, 2009, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,050, including a registration fee of \$375, travel by Air Coach, to be paid from Perkins VTEA Career Ed funds.

Mary M Roda, Publications Coord (OCC), to attend the Community College Public Relations Organization Drive-In Conference, September 9, 2009, Garden Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$40, including a registration fee of \$30, to be paid from Public Relations/CFCE Conference funds, Public Relations/CFCE Conference funds.

Teresa A Scarbrough, Office Coordinator (OCC), to attend the Alpha Gamma Sigma 2009 Fall Advisors Meeting, October 3, 2009, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$100, including a registration fee of \$25, to be paid from AGS Club funds.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCCD), to attend the California Community College Association for Occupational Education Fall 2009 Conference, October 28 - 30, 2009, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including a registration fee of \$395, to be paid from CTE Community Collaborative Grant funds. To obtain resources and statewide update/information from the State Chancellor's Office regarding Career Technical and Economic Development funding and regulations.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCCD), to attend the Orange County Workforce Development Conference, October 15, 2009, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$85, to be paid from CTE Community Collaborative Grant funds. To hear the 2009-2010 Economic Forecast for Orange County and pick up supporting printed materials to share with District CTE programs.

Dejah L Swingle, CTE Cmty Coll Grant Coord tmp (CCCCD), to attend the Green California Community College Summit, October 5-7, 2009, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$345, to be paid from CTE Community Collaborative Grant. To learn about "green" opportunities for colleges within the Coast Community College District.

Amy Tran, Hrly/Temp Inst/Resrc (OCC), to attend the California Community Colleges Banner Group, October 7, 2009, Costa Mesa, 1, without loss of salary, with reimbursement for allowable expenses of \$10, to be paid from TANF/CALWORKS funds.

Julie Tran, Staff Aide (OCC), to attend the California Community Colleges Banner Group, October 7, 2009, Costa Mesa, 1, without loss of salary, with reimbursement for allowable expenses of \$10, to be paid from EOPS funds.

Yvonne Valenzuela, Counselor (GWC), to attend the Puente Program Regional Training, September 23-25, 2009, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Puente Project funds.

Tracy C Young, Int Audit Asst Sr (CCCD), to attend the Community College Internal Auditor (CCIA) 2009 Fall Conference, October 1 - 2, 2009, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$85, to be paid from Internal Audit CFCE Conference funds.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by John P. Pukon, last update on 07/21/2009 by John P. Pukon.

Agenda Item

3.02.01 Authorization for Student Trips - Coastline Community College (None)

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type:

Public Access: Yes

Agenda Item Content

**3.02.01 Authorization for Student Trips -
Coastline Community College**

None

Additional Administrative Content

Created on 07/16/2009 at 02:00 PM by user: jcs. Last updated on 09/22/2009 by user: jcs.

3.02.02 Authorization for Student Trips - Golden West College

Meeting: 09/02/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**3.02.02 Authorization for Student Trips - Golden West College**

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

California Student Nurses Association 2009 Annual Convention

Location: Sacramento, CA

Date(s): October 15-18, 2009

Department: Nursing

Cost/purpose/funding source: \$3270 for lodging from GWCNSA club funds.

Region VIII 10th Annual Conference

Location: Chapman University

Date(s): November 6, 2009

Department: EOPS/CARE

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

Away Conference Athletic Contests

Location: Various

Date(s): Fall 2009

Department: PE

Cost/purpose/funding source: \$10,000 for meals from ASB funds.

Away Athletic Contests (day trips)

Location: Various

Date(s): Fall 2009

Department: PE

Cost/purpose/funding source: \$6,000 for entry fees from trust/auxiliary funds.

Additional Administrative Content

09-02-09 13:09:02 09/02/2009/Golden West College/09/02/09 13:09:02 09/02/09 13:09:02

3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 09/02/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.02.03 Authorization for Student Trips - Orange Coast College

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

Conference/Activity: Phi Theta Kappa 2010 All-California Academic Team Awards

Location: Sacramento, CA

Date: March, 2010 (specific date TBA)

Department: Academic Honors/Phi Theta Kappa Honor Society

Purpose: State-wide academic recognition of two outstanding OCC/PTK members

Cost/Purpose/Funding Source: Luncheon registration, air and ground travel, lodging, meals, and other allowable expenses for two students and an advisor NTE \$3,000 from ASOCC funds (total expenses may be supplemented by students/advisors personally)

Transportation: Personal vehicles, commercial airline, taxis

Conference/Activity: Phi Theta Kappa 2010 Regional Convention

Location: Sacramento, CA

Date: TBA

Department: Academic Honors/Phi Theta Kappa Honor Society

Cost/Purpose/Funding Source: Expenses NTE \$6,000 to include registration, airfare, lodging, meals, ground transportation, and other allowable expenses for up to five students and advisor(s) to attend.

Expenses to be paid from PTK/ASOCC funds (total expenses may be supplemented by students/advisors personally)

Transportation: Personal vehicles, commercial airline, taxis

Conference/Activity: Phi Theta Kappa Leadership Conference

Location: San Diego, CA

Date: TBA

Department: Academic Honors/Phi Theta Kappa Honor Society

Cost/Purpose/Funding Source: Expenses NTE \$3,000 to include registration, lodging, meals, ground transportation, and other allowable expenses for up to five students and advisor(s) to attend. Expenses to be paid from PTK/ASOCC funds (total expenses may be supplemented by students/advisors personally)

Transportation: Personal vehicles, District transportation

Conference/Activity: 2010 Phi Theta Kappa International Convention

Location: Orlando, FL

Date: April 8-10, 2010

Department: Academic Honors/Phi Theta Kappa Honor Society

Cost/Purpose/Funding Source: Expenses NTE \$6,000 to include registration, lodging, meals, airfare, ground transportation, and other allowable expenses for up to two students and one advisor to attend.

Expenses to be paid from PTK/ASOCC funds (total expenses may be supplemented by students/advisors personally)

Transportation: Personal vehicles, commercial airline, taxis

Conference/Activity: OCC Speech Team Student Trips (list of trips is on file with the Department)

Date: 2009-2010 Academic Year

Department: OCC Speech Department

Cost/Purpose/Funding Source: Expenses dependent on number of participants and events to be paid from ASOCC/Speech Team funds; Instructors to be paid appropriate salary rates as applicable.
Transportation: District

Conference/Activity: 2010 Western Regional Honors Council Conference

Location: Jackson Hole, Wyoming

Date: April 8-10, 2010

Department: Academic Honors Program

Cost/Purpose/Funding Source: NTE \$7,000 to include student registrations, airfare, lodging, meals, ground transportation, purchase of copies of student creative works journal *Scribendi* and other allowable expenses to be paid from Honors Program/ASOCC funds.

Transportation: Commercial ground and air carriers, personal vehicles

Revision to Previous Board Action to change date. Previous Board approval 7/15/09.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by Finance Minor. Last updated on 08/28/2009 by Jodi Rodriguez.

3.03 GENERAL ITEMS

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content**3.03 General Items****Additional Administrative Content**

Created on 07/10/2009 at 02:10 PM by Joel Rodriguez. Last updated on 08/28/2009 by Joel Rodriguez.

3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 09/02/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.03.01 Authorization for Special Projects - Coastline Community College

Early College High School Back to School Night

Date: Thursday, September 24, 2009; 6:30 – 8:00 p.m.

Location: Costa Mesa Center

Department: Early College High School

Purpose: Allow families time to meet instructors and get information on student classes.

Cost/purpose/funding source: No cost to College or District

Early College High School Open House

Date: Thursday, May 20, 2010; 6:30 – 8:00 p.m.

Location: Costa Mesa Center

Department: Early College High School

Purpose: Give families an opportunity to view student work completed over the past school year.

Cost/purpose/funding source: No cost to College or District

Annual EOPS Student Awards Breakfast

Date: Friday, May 7, 2010; 8:00 – 11:00 a.m.

Location: Mile Square Banquet Center

Department: EOPS

Purpose: Student recognition

Cost/funding source: EOPS funds

Canned Food Drive

Date: Friday, September 11, 2009

Location: Le-Jao Center

Purpose: Provisions for non-profit service organizations in Orange County.

Cost/purpose/funding source: No cost to the College or District

Second Annual Educational Vietnamese Diabetes Seminar and Health Fair in coordination with Congresswoman Loretta Sanchez' office

Date: Saturday, November 7, 2009; 9:00 a.m. - 2:00 p.m.

Location: Garden Grove Center

Department: Planning, Development, and Government Relations

Purpose: To raise awareness about the prevalence of diabetes, providing education on prevention, management and screening.

Cost/purpose/funding source: No cost to College or District

Career Center Open House

Date: Thursday, September 17, 2009; 3:00 – 6:00 p.m.

Location: Orange County One-Stop Center, Westminster

Department: Contract Education

Purpose: Introduce staff and community to Career Center.

Cost/purpose/funding source: NTE \$300; Contract Education Ancillary funds

3.03.02 Authorization for Special Projects - Golden West College

Meeting: 09/02/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**3.03.02 Authorization for Special Projects - Golden West College****High School Counselor Breakfast**

Date: December 1, 2009

Department: Counseling

Purpose: GWC counselors/faculty/administration to meet with high school counselors

Cost/purpose/funding source: \$2000 for food, gifts, decorations, printing, and supplies from Student Activities Trust funds.

Athletics Fundraiser

Date: September 8, 2009

Department: PE

Purpose: Selling tickets to WNBA (Sparks v. San Antonio) game as fundraiser.

Cost/purpose/funding source: \$1050 to purchase tickets from Foundation funds.

Alpha Gamma Sigma Honor Society, Fall Advisors' Meeting

Date: October 3, 2009

Department: Student Activities/Clubs/ Alpha Gamma Sigma Honor Society (AGS)

Purpose: The GWC chapter of AGS is hosting a state-wide meeting of AGS faculty advisors to discuss and plan for state honor society business.

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

Surf City Nights

Date: August 18 & 25, 2009

Department: Foundation, Patrons

Purpose: To promote Chefs for Scholarships event in Huntington Beach.

Cost/purpose/funding source: \$40 per night, NTE \$80, for entry fee from Foundation, Patrons funds.

GWC Cross Country Invitational @ Central Park, HB

Date: September 25, 2009

Department: PE

Purpose: Hosting a cross country meet.

Cost/purpose/funding source: \$3,000 for food, helpers, and trophies from auxiliary funds.

Athletics Luncheons

Date: September 3, 2009 – May 30, 2010

Department: PE

Purpose: Provide lunch for hosted events.

Cost/purpose/funding source: \$1,000 for food from auxiliary funds.

Men's and Women's Water Polo Team Lunches/Dinner

Date: Fall 2009 season

Department: PE

Purpose: Team bonding; away tournaments/games.

Cost/purpose/funding source: \$2,500 for food from auxiliary funds.

GWC Water Polo Tournament

Date: September 11-12, 2009

Department: PE

Purpose: Hosting a tournament.

Cost/purpose/funding source: \$10,000 for officials fees, helpers, hospitality room, trophies, and rental of scoreboard from auxiliary funds.

Jewelry Sale Fundraiser

Date: September 21-24, September 28-29, and October 1, 2009

Department: CARE

Purpose: CARE Adopt-a-Family Fundraiser

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

EOPS/CARE Opportunity Drawing Ticket Sales

Date: September 15 – November 25, 2009

Department: EOPS/CARE

Purpose: EOPS Scholarship Fundraiser/CARE Adopt-a-Family Fundraiser

Cost/purpose/funding source: \$300 for HP mini laptop from CARE Scholarship fund.

Surf City Nights

Date: August 18 & 25, 2009

Department: Foundation, Patrons

Purpose: To promote Chefs for Scholarships event in Huntington Beach.

Cost/purpose/funding source: \$40 per night, NTE \$80, for Entry fee from Foundation, Patrons funds.

Huntington Beach Green Expo

Date: September 26, 2009

Department: College Promotions

Purpose: To promote GWC's Environmental Studies and Design Programs.

Cost/purpose/funding source: \$350 for Exhibitor Booth fee from College Promotions Fees for Participation Fund.

Campus & Community Advisory Meetings, Regional Directors Meetings & a Potential Staff Retreat

Date: Fall 2009 & Winter 2010

Department: EOPS/CARE

Purpose: To discuss department goals and objectives.

Cost/purpose/funding source: \$1,500 for food and supplies from EOPS/CARE funds.

CARE Workshops

Date: Fall 2009 & Winter 2010

Department: CARE

Purpose: To provide CARE students workshops and lunches.

Cost/purpose/funding source: \$3,000 for food and supplies from CARE Funds.

Additional Administrative Concerns

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3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: 09/02/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.03.03 Authorization for Special Projects - Orange Coast College

Year-Long Campus and Community Service/Fundraising Book Drive

Location: CCCD campuses and college district

Date: Ongoing during 2009-2010 academic year

Department: Academic Honors/Phi Theta Kappa Honor Society

Purpose: Campus and community service/fundraising project

Cost/Purpose/Funding Source: Collection boxes, certain promotional materials, and all materials and expenses associated with shipping qualified donations to BetterWorld Books warehouse in Indiana to be paid by BetterWorld Books. Qualifying books shipped to BetterWorld will generate a return of \$1.00 each to the OCC/PTK chapter. Expenses may include, but are not limited to printing/printing supplies, promotional materials, t-shirts, student awards (administered through OCC Foundation), food/beverage for planning meetings and social events related to the project NTE \$2,000 to be paid from PTK/ASOCC funds

Honors Open House

Date: September 24, 2009

Department: Academic Honors/Phi Theta Kappa Honor Society

Purpose: Participate in multi-organization honors orientation for all OCC students, faculty, staff

Cost/Purpose/Funding Source: Expenses include, but are not limited to a contribution to the total cost of refreshments supplied by OCC cafeteria; printing/printing supplies, decorations, t-shirts; advertising & promotional materials. Expenses NTE \$500 to be paid from PTK/ASOCC funds

Honors Fair

Date: February 16, 2010

Department: Academic Honors/Phi Theta Kappa – Beta Mu Alpha Chapter

Purpose: Participate in multi-organization honors orientation for all OCC students, faculty, staff

Cost/Purpose/Funding Source: Expenses include, but are not limited to purchase of pre-packaged snacks and beverages, decorations, t-shirts; printing/printing supplies, advertising and promotion. Expenses NTE \$500 to be paid from PTK/ASOCC funds

2nd Annual KAIROS Student Film Competition

Date: 2009-2010 Academic Year

Department: Academic Honors/Phi Theta Kappa – Beta Mu Alpha Chapter

Purpose: Engage students from OCC and national PTK chapter members in addressing the Honors Study Topic, "Paradox of Affluence," through short films; OCC chapter to design and host competition, judge entries, screen selected student films for general OCC audiences, award scholarships (administered through OCC Foundation) to winning film makers.

Cost/Purpose/Funding Source: Entrants will pay the OCC PTK chapter \$25 per film submitted for judging. Expenses include, but are not limited to, advertising and promotion of contest; t-shirts; postage; printing/printing supplies; refreshments for judges, film festival committee, and audiences; decorations; and awards for winning student film makers. Expenses NTE \$5,000 to be paid from PTK/ASOCC funds

2010 Phi Theta Kappa Induction Ceremony and Reception

Date: April 16, 2010

Department: Academic Honors/Phi Theta Kappa – Beta Mu Alpha Chapter

Purpose: Recognize newly-enrolled members of Phi Theta Kappa/Beta Mu Alpha chapter with mementos, certificates; recognize active chapter members with service awards (administered through the OCC

Foundation)

Cost/Purpose/Funding Source: For approximately 200 invited members and guests, expenses will include but are not limited to, postage, printing/printing supplies, decorations, food and beverage catered by OCC cafeteria, memento gifts, service awards. Expenses NTE \$4,000 to be paid from PTK/ASOCC funds

OCC Phi Theta Kappa Events

Date: 2009-2010 Academic Year

Department: Academic Honors/Phi Theta Kappa – Beta Mu Alpha Chapter

Purpose: Student-centered meetings and activities

Cost/Purpose/Funding Source: NTE \$1000 to include refreshments and promotion/logo items to be paid from PTK/ASOCC funds

OCC Vietnamese Student Association Activities

Date: 2009-2010 Academic Year

Department: OCC Vietnamese Student Association

Purpose: Club activities and entertainment

Cost/Purpose/Funding Source: All expenses paid by sponsoring club

Flamenco Concert – de Gracia y Pasion

Date: September 11, 2009

Department: Visual & Performing Arts

Purpose: Free concert to increase visibility of the Arts Pavilion to OCC students and staff; open to the public

Cost/Purpose/Funding Source: Free admission; no cost to District

OCC Technology Division Activities

Date: 2009-2010 Academic Year

Department: Technology Division

Purpose: Host and/or participate in various functions, meetings, and workshops on and off campus

Cost/Purpose/Funding Source: NTE \$1,000 from ancillary/general/ASOCC/Foundation/CTE/Perkins funds to include food, drinks, supplies, equipment, meeting room expenses and miscellaneous allowable expenses

OCC Instructional Food Services Activities

Date: 2009-2010 Academic Year

Department: Instructional Food Services

Purpose: Staff meetings, training, and special events

Cost/Purpose/Funding Source: NTE \$3,600 from Cafeteria ancillary funds

Early Childhood Lab School Meetings and Events

Date: 2009-2010

Early Childhood Lab School Meetings and Events

Department: Early Childhood Lab School

Purpose: Expenses of food and other items necessary for monthly meetings that may include a working lunch

Cost/Purpose/Funding Source: NTE \$4,500 from ancillary and/or general funds

Revision to Previous Board Action to amend the amount of funding. Previous Board approval 7/15/09.

The Big Print Exhibition

Date: September 9-October 23, 2009

Department: Visual & Fine Arts/Frank M. Doyle Arts Pavilion

Purpose: Reception, travel, and exhibition costs

Cost/Purpose/Funding Source: NTE \$7,500 from Foundation/ASOCC/Co-Curricular funds

Revision to Previous Board Action to add source of funding. Previous Board approval 8/19/09.

The Art of Alex Gray Exhibition

Date: November 14-December 18, 2009

Department: Visual & Fine Arts/Frank M. Doyle Arts Pavilion

Purpose: Reception, travel, and exhibition costs

Cost/Purpose/Funding Source: NTE \$7,500 from Foundation/ASOCC/Co-Curricular funds

Revision to Previous Board Action to add source of funding. Previous Board approval 8/19/09.

Additional Administrative Content

Action Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by Lynne M. Minion. Last updated on 09/27/2009 by Uddi Rodriguez.

3.03.04 Authorization to Apply for Funded Programs

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.03.04 Authorization to Apply for Funded Programs

(Funded Programs that include Resolutions are listed in the Resolution section of the Action pages)

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

Coastline Community College has applied for the United States Department of Education/FIPSE “**Virtual Media Apprenticeship Program (VMAP)**”. Coastline Community College in partnership with its Center for Instructional Systems Development (CISD) and the Orange County One-Stop Center, proposes to design and evaluate an apprenticeship program using the Second Life multi-user virtual environment. The project, called VMAP, for Virtual Media Apprenticeship Program, addresses six problems of national significance for working adults and displaced workers who are pursuing occupational credentials in community colleges. VMAP will demonstrate the virtual apprenticeship concept through a curriculum in Digital Media/Arts. Target outcomes are: a faster track to employment; increased participant retention in response to immersion in an engaging environment; and a deeper understanding of the skills needed for success in the real-world workplace.

Fiscal Impact: If funded, Coastline Community College will receive \$747,058 over three years (Year 1: \$221,898, Year 2: \$420,320, Year 3: \$104,840). Match of \$469,817 to be paid over three years from college and partners.

Additional Administrative Content:

3.03.05 Authorization for Disposal of Surplus (None)

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.05 Authorization for Disposal of Surplus

None

Additional Administrative Content

Created: 09/02/2009 10:15:00 AM, Last Updated: 09/20/2009 10:15:00 AM

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Information

Public Access: Yes

Agenda Item Content

3.03.06 Authorization to Enter Standard Telecourse Agreements - Coastline Community College

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

ASTRONOMY: OBSERVATIONS AND THEORIES

Oregon Community College Distance Learning (OR)

Term of Agreement: June 1, 2009 – May 31, 2012

Wichita State University (KS)

Term of Agreement: August 15, 2009 – August 14, 2012

CHILD DEVELOPMENT: STEPPING STONES

New River Community College (VA)

Term of Agreement: September 1, 2010 – August 31, 2012

CYCLES OF LIFE: EXPLORING BIOLOGY

New River Community College (VA)

Term of Agreement: September 1, 2009 – August 31, 2012

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

Wichita State University (KS)

Term of Agreement: June 1, 2009 – May 31, 2012

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



Telecourses.pdf

Additional Administrative Content

Action/Agenda Detail

Motion:

Created on 07/19/2009 at 12:00 PM by John S. ...

3.03.07 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

**3.03.07 Authorization for Purchase of Institutional Memberships -
Coastline Community College**

Westminster Chamber of Commerce - August 23, 2009 — August 23, 2010 - \$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.

Orange County Forum – September 27, 2009 — August 26, 2010 - \$250

Membership will provide access to business and civic leaders in Orange County to market and network the programs offered through Coastline Community College and the Orange County One-Stop Center. Orange County Forum is a premier educational public affairs forum for today's leaders and headline makers to discuss current local, state, national, and international issues of importance to the Orange County Community. Membership to be paid from College funds.

Administrative Action

Adopted by the Board

Motion:

Seconded by the Board

3.03.08 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content

3.03.08 Authorization for Purchase of Institutional Memberships - Golden West College

Orange Empire Conference – August, 2009 – May, 2010 – \$5,000. For all GWC sports except football. Conference dues pay for the assigners of officials, payment to the conference commissioner and other conference related expenses. To be paid from ASB funds.

Southern California Football Association – September, 2009 – May, 2010 – \$2,000. Football Conference dues pay for the assigner of officials, payment to the conference commissioner and other conference related expenses. To be paid from ASB funds.

California Community College Student Affairs Association – September 1, 2009 – August 30, 2010 - \$50.00. Benefits the Associated Students in cost saving in conference fees and provides student scholarships. To be paid from Associated Students funds.

American Institute of Parliamentarians – August 15, 2009 – August 15, 2010 - \$55. Benefits the Associated Students with parliamentary journals, newsletters and programs. To be paid from Associated Students funds.

Additional Administrative Comment

CCCD Agenda 09/02/09 - 3.03.08 Authorization for Purchase of Institutional Memberships - Golden West College

3.03.09 Authorization for Community Activities - Orange Coast College

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.03.09 Authorization for Community Activities - Orange Coast College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of September 3, 2009 – June 30, 2010. The presenter will be paid pursuant to the District's Standard Professional Expert Employment Agreement or the District's Independent Contractor Agreement at a negotiated fixed rate (F) or percentage of income (P) based on actual enrollment, as indicated by the compensation designation stated for each course.

PROFESSIONAL EXPERTS

Orange County Registrar of Voters Orange Communication Workshop, 4 hours. Presenter Michael Brown. Compensation will be paid at an hourly rate of \$100 per hour for the program listed above. (F)

MAC BOOT CAMP, Fee: \$65, 5 hours. Presenter: Eric Wilson. Compensation equals 60% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

OCC MASTER'S ADULT SWIMMING PROGRAM, Fee: \$195, 82 hours. Presenter: Anthony Iacopetti. Compensation equals 60% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

SURVIVING EMPLOYMENT TRANSITIONS: MAKING SOUND FINANCIAL DECISIONS IN TIMES OF CHANGE, Fee \$50 per couple plus \$20 materials fee payable to presenter, 9 hours. Presenter: James Dumbeck. Compensation equals 40% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

Atchafalaya Agricultural Society

Acton-Aton-Eden

Motion:

3.04 PERSONNEL ITEMS

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.04 PERSONNEL ITEMS



Open.pdf

Additional Administrative Content

Action Agenda Details

Motion:

Created: 07/10/2009 at 12:40 PM by CCRB/HR. Last updated: 09/02/09 by Jodi Patterson

3.04 PERSONNEL ITEMS

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

Management

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Woodyard, Stephen	GWC	Director of Financial Aid	Resign	11/03/09

Classified

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Reyes, Emily	CCC	Telecourse Marketing Coordinator	Resign	09/08/09
Brooks, Dorsie	CCC	ISD Staff Aide	Resign	09/02/09

3.04.02 Authorization for Leaves of Absence

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

Classified

Chotima, Poomchai, CCC, Instructional Associate-Basic Skills, Classified Unit, 100% LOA/wop for the period 09/03/09 through 12/20/09 for personal reasons.

Administrative Leave

E43846, OCC, Educational Administrator, 100% LOA w/pay beginning 09/03/09.

3.04.03 Authorization for Changes in Assignments, Academic Staff

<u>Name</u>	<u>Loc</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Hogue, Steven	OCC	Instructor, Airframe & Power, 175 Day	Counselor, 195 Day	07/01/09

Revision to Previous Board Action

<u>Name</u>	<u>Loc</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Lee Warren, Susan	GWC	Instructor, Art	35.53%	100%	08/31/09	05/30/10

Heck, Janet, CCC, Instructor, Special Education, cancel Pre-Retirement Reduced Load Option effective 08/31/09.

3.04.04 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 2009-10 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>		<u>To Col/Step</u>	
Baker, Karen	OCC	III	07	IV	08
Ching, Berlynn	GWC	III	08	IV	09
Gaytan, Don	OCC	IV	15	V	16
Johnson, Leilani	GWC	III	05	V	06
Lloyd, Douglas	GWC	II	06	III	07

Remsburg-Shiroishi, Eliz	GWC	IV	10	V	11
Sherman Falcioni, Jocelyn	OCC	IV	07	V	07
Taylor, Scott	GWC	III	13	IV	13

3.04.05 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>		
Seaport Learning Management System (LMS) Analyst/Programmer	E-64	Add to salary schedule effective 09/03/09

3.04.06 Authorization for Professional Experts

Professional Experts over \$10,000.00

Nieman, Michelle J., CCC, to provide instructional design and technical writing/editing services for the Open Learning Language Initiative and various projects for the Instructional Systems Development Department, for the period 09/10/09 to 12/09/09, to be paid by timecard at \$100.00 per unit, 15.69 units per week, for 13 weeks, total compensation to be \$20,400.00.

Pulichino, Joseph P., CCC, to perform ESL Instructional Services and ESL Exam Assessment Services for the Contract Education Not-for-Credit Early College High School China Program, for the period 09/03/09 to 12/31/09, to be paid by timecard at \$100.00 per unit, 24 units per week, for 12 weeks, total compensation to be \$31,410.00.

Wordes, John, GWC, to assist in the coordination and facilitation of special events/projects, for the period 08/20/09 to 12/31/09, to be paid \$100.00 per unit, 6.05 units per week, for 19 weeks, total compensation to be \$11,500.00.

Young, Gary J., CCC, to serve as a Systems Analyst/Programmer for special project applications, for the period 09/10/09 to 12/09/09, to be paid by timecard at \$100.00 per unit, 12.686 units per week, for 13 weeks, total compensation to be \$16,493.00.

3.05 ADDITIONAL PERSONNEL ITEMS

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.05 ADDITIONAL PERSONNEL ITEMS

Additional Administrative Content

Created on 07/10/2009 by: [Name] / CCB; Last updated on 09/02/2009 by: Jodi Rodriguez

3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting: 09/02/2009 Regular Meeting
 Category: 3. Consent Calendar
 Agenda Type: Action (Consent)
 Public Access: Yes

Agenda Item Content

3.05.01 Authorization for Independent Contractors - Coastline Community College

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

UNDER \$10,000

Butland, Mark J. to review initial course design for the new Speech 200 course, September 3, 2009 – June 30, 2010, for \$350 and 5 lesson reviews @ \$385/lesson for a fee NTE \$2275, to be paid from ancillary funds.

Cotellese, Cara L. to review initial course design for the new Speech 200 course, September 3, 2009 – June 30, 2010, for \$350 and 5 lesson reviews @ \$385/lesson for a fee NTE \$2275, to be paid from ancillary funds.

Koenig, William to provide narration for the Open Learning Language Initiative (OLLI), September 3, 2009 – June 30, 2010, at \$300 per session for a fee NTE \$1500, to be paid from grant funds received from the William and Flora Hewlett Foundation.

Ratner, Harry to provide audio recording for the Open Learning Language Initiative (OLLI), September 3, 2009 – June 30, 2010, at \$200 per day for a fee NTE \$1800, to be paid from grant funds received from the William and Flora Hewlett Foundation.

Scott, Imani Michelle Ph.D. to review initial course design for the new Speech 200 course, September 3, 2009 – June 30, 2010, for \$350 and 5 lesson reviews @ \$385/lesson for a fee NTE \$2275, to be paid from ancillary funds.

Approved by the Board of Trustees

Created on 09/02/09 at 02:10 PM by Lau, S. (lslau@ccc.edu) - 09/02/09

3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Content**3.05.02 Authorization for Independent Contractors -
Golden West College**

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

\$10,000 AND OVER

Flores, Elizabeth, to develop GWC to 4-year university CTE pathways, August 31, 2009 – May 31, 2010, to be paid the miscellaneous non-instructional rate, \$43.231/hour, NTE \$45,000, from Tech Prep and SB70/1133 funds.

UNDER \$10,000

JAM Entertainment & Events, to provide daytime entertainment for the Associated Students of Golden West College's Welcome Back Event, September 3, 2009, to be paid \$400 from ASGWC Student Activities funds.

The following to perform at the Invitational Dance Concert, September 18 & 19, 2009, to be paid as noted NTE \$950.00, from Dance Trust funds.

Leo Williamson	\$100
Carley Conder	\$100
PGK Project (Peter Kalivas)	\$250
Moving Arts Dance (Anandha Ray)	\$100
Erin Landry	\$100
Kelly Ross	\$100
Andy Vaca	\$100
Kenneth Walker Dance Project	\$100

Additional Administrative Content

3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content**3.05.03 Authorization for Independent Contractors -
Orange Coast College**

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

UNDER \$10,000

Campbell, Richard to repair football video equipment for the OCC football team during the 2008-2009 fiscal year to be paid a single payment of \$2,000 from ASOCC/ancillary funds. Late submittal because the employee who normally handles this item has been out on extended medical leave. Accordingly, staff was unaware that the item had not been submitted for Board approval.

Campbell, Richard to repair football video equipment for the OCC football team during the 2009-2010 fiscal year to be paid \$2,000 upon presentation of invoice for services as services are needed. To be paid from ASOCC/ancillary funds.

Institute of Reading Development to present a Reading Skills Program, 6.25, 10, 11.25, and 12.5 hours. Fee \$239, \$299, and \$29 and \$34 Materials Fee. Compensation equals 88% of the number of registered participants. (P)

Means, Leland to present a class in Blacksmithing for Everyone-Advanced, Fee \$225, 24 hours. Compensation equals 60% of enrollment fees based on the number of registered participants times the program fee minus direct costs/administration fee. Welding Department to receive a portion of net proceeds. (P)

Notary Public Seminars to present a workshop "How to Become a Notary Public in One Day," Fee: \$89 plus \$30 materials fee payable to presenter, 8 hours. Compensation equals 40% of the number of registered participants times the program fee minus direct costs/administration fee. (P)

Naber & Associates, Inc., speaker John Naber, to give a 45-minute presentation September 18, 2009, at the Orange Coast College Focus Day event to be paid a single payment of \$4,000 from President's ancillary funds.

Notary Public Seminars to present a workshop "Renewing Notaries," Fee: \$50 plus \$30 materials fee payable to presenter, 8 hours. Presenter: Notary Public Seminars. Compensation equals 40% of enrollment fees based on the number of registered participants times the program fee minus direct costs/administration fee. (P)

Sullivan, Patrick to present "Soldering Workshop II," Fee: \$89, 3 hours. Compensation equals 40% of the number of registered participants times the program fee minus direct costs/administration fee. (P)

Sullivan, Patrick to present a class in Basic Wire Wrap, Fee: \$89, 2 hours. Compensation equals 40% of the number of registered participants times the program fee minus direct costs/administration fee. (P)

Sullivan, Patrick to present a Beginning Soldering Workshop, Fee: \$89, 2 hours. Compensation equals 40% of the number of registered participants times the program fee minus direct costs/administration fee.
(P)

Additional Administrative Content

Action Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by Lynnne Minton. Last updated on 08/28/2009 by Jodi Rodriguez.

3.05.04 Authorization for Independent Contractors - District

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**3.05.04 Authorization for Independent Contractors - District**

The following are to serve as independent contractors pursuant to the District's standard independent contractor agreement. It is recommended that the Board President, or designee, be authorized to sign the Agreements and any related documents indicating approval by the Board of Trustees.

Dillon, Paul, The Dillon Agency (DIST) to provide Investigative Services for the District @ \$75.00/hour NTE \$9,000.00 and expenses NTE \$1,000.00, September 3, 2009 - June 30, 2010, to be paid from Legal Fees Account, to be paid a total not to exceed \$10,000.00 (including expenses).

Shokrai, Maryam, (DIST) to serve as an independent contractor pursuant to the District's standard independent contractor agreement, assisted by Debra Kovats, to conduct an investigation of a complaint. Pending Board approval, the work will begin September 3, 2009, to be paid a total not to exceed \$10,000.00 from District funds.

Additional Administrative Content

Created on 09/02/2009 at 12:53 PM by: CCCDAdmin Last Update on 09/02/2009 by: CCCDAdmin

3.05.05 Authorization for Professional Development Program

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.05.05 Authorization for Professional Development Program

O'Connor, Shannon. (DIST) Manager, Recruitment & Staff Analysis, to attend Women & Leadership OLCU 620 and Organizational Research HRCU 680 at Chapman University from August 17, 2009 through October 16, 2009. Reimbursement of tuition and books not to exceed (\$3,000.00 maximum) to be paid from Management Professional Development funds.

Additional Administrative Content

Created on 08/17/2009 at 12:59 P.M. by Kathleen S. Lynch. Last modified on 08/27/2009 by Yoon Hoon Lee.

3.05.06 Authorization for Off-Campus Assignments - Coastline Community College

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action

Public Access: Yes

Agenda Item Content**3.05.06 Authorization for Off-Campus Assignments -
Coastline Community College**

Debra Secord, Department Chair, Instructor, Gerontology to serve as Vice President on the Board of Directors for the California Council of Gerontology and Geriatrics for a two-year term from May 2008 through June 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set. Dr. Secord also serves as Co-Chair of the Membership and Marketing Committee for the California Council of Gerontology and Geriatrics. Meetings will be held two to four times a year with an annual conference each spring, and rotating locations between Northern, Central and Southern California.

Debra Secord, Department Chair, Instructor, Gerontology to serve as Gerontology Liaison for the Community College Educators of Older Adults from January 2010 through December 2011, without loss of salary, with the understanding that authorization will be requested to attend required meetings as they are set.

Debra Secord, Department Chair, Instructor, Gerontology to serve on the Orange County Older Adult Services Mental Health Board from January 2010 through December 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Debra Secord, Department Chair, Instructor, Gerontology to serve as a board member of the Community Advisory Board for the Center for Successful Aging from January 2010 through December 2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Debra Secord, Department Chair, Instructor, Gerontology to serve on the National Advisory Committee for Systems Approach to Gerontology Education, SAGE, from January 1, 2010 through January 20, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Lorie Eber, Instructor, Gerontology to serve as Board Member of the California Council of Gerontology and Geriatrics for a two-year term, 2009-2010, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set. Ms. Eber is Co-Chairing the Membership and Marketing Committee and is a Member of the Conference Program Planning Committee for the California Council of Gerontology and Geriatrics.

Lorie Eber, Instructor, Gerontology to serve on the National Advisory Committee for Systems Approach to Gerontology Education, SAGE, from January 1, 2010 through January 20, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Caron Clay, Department Chair, Instructor, Emeritus to serve as Liaison for the Community College Educators of Older Adults from September 2009 through December 2009, without loss of salary, with the understanding that authorization will be requested to attend required meetings as they are set.

Paula Coker, Foundation Assistant, to serve on the Fountain Valley Chamber of Commerce Ambassadors from January 1, 2009 through December 31, 2012, without loss of salary, with the understanding that

authorization will be requested to attend meetings as they are set.

Mariam Khosravani, Foundation Executive Director, to serve as an Advisory Board Member for the Network of California Community Colleges Foundation (NCCCCF) from July 1, 2009 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Mariam Khosravani, Foundation Executive Director, to serve as Advisory Board Member for KOCE –TV from August 17, 2009 through August 16, 2012, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Additional Administrative Content

Action/Agenda Details

Motion:

Created on 07/10/2009 at 02:40 PM by: Samir Syarifuddin. Last updated on 07/21/2009 by: Rodolfo Rodriguez.

3.06 FINANCIAL APPROVALS

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Information
Public Access: Yes

Agenda Item Content

3.06 Financial Approvals

Additional Administrative Content

Created on 07/10/2009 at 10:24:00 PM by Joe Rodriguez, last updated on 08/25/2009 by Joe Rodriguez

3.06.01 Approval of Purchase Orders

Meeting: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.01 Approval of Purchase Orders



PurchaseOrderDIST.pdf

Additional Administrative Content

Action/Agenda Detail

Motion:

Original: 09/02/2009 10:22:19 PM 676660.PDF, Last Modified: 09/02/2009 10:22:19 PM 676660.PDF

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P316619	ACSIG Dental / Edge Dental claims and admin fees	DIS	5480	1,239,940.77
P0317922	Pacific Lift & Equipment Co Inc Above ground lifts for Automotive Technology Dept.	GWC	6401	75,155.00
P0317858	OC Auditor-Controller Open PO for county fees	GWC	5899	49,900.00
P0317875	Community College League of Calif Membership renewal for Community College League. Board Date: 08/19/09	DIS	5320	35,336.00
P0317930	Coastal Press Inc Open PO for printing services	CCC	4321	25,000.00
P0317932	Spicers Paper Inc Printing Center special stock and colored paper	CCC	5899	25,000.00
P0317961	Dell Higher Education Software maintenance agreement for Enterprise servers	DIS	5699	23,293.08
P0317859	Phoenix Group Info Systems Open PO to process parking citations.	GWC	5899	23,000.00
P0317949	Brown, James IC for creating animations for Physical Geology telecourse	CCC	5112	19,600.00
P0317809	eLumen Collaborative Annual software license renewal - District Wide. Board Date: 06/27/07	OCC	5638	18,700.00
P0317873	Community College League of Calif Membership renewal for Athletic Association. Board Date: 08/19/09	DIS	5320	17,955.00
P0317857	Time Warner Cable Open PO for internet service	GWC	5899	17,000.00
P0317885	Southcoast Acoustical Interiors Interior painting & acoustical upgrades for Music Bldg (GOB)	GWC-GB	6250	16,161.00
P0317925	BJ Bindery Inc Open PO for bindery services	CCC	5899	15,000.00
P0317856	Exclusive Construction Scheduled maintenance: power wash and painting of Computer Ctr., C&L 115-119 & forum bldgs	OCC	6250	14,600.00
P0317860	Pacific Parking Systems Inc Pay and display parking dispenser with bill and coin acceptor	GWC	6401	13,718.75
P0317929	Coast Construction Concrete Work for Quad Area (GOB)	OCC-GB	6120	11,989.00
P0317810	College Board/Cues Softwr Svcs	CCC	5699	11,175.00

	Annual Financial Aid software license renewal			
P0317872	GWC Bookstore	GWC	4312	10,000.00
	Open PO for books for Criminal Justice Training Center			
P0317939	Coast Construction	OCC	5650	10,000.00
	Misc campus bldg repairs			
P0317803	Tint Pros	OCC-GB	5899	9,982.00
P0317800	CPP Inc	OCC	4312	9,200.25
P0317934	Climatec Building Technologies Group	OCC-GB	6250	9,051.00
P0317876	Med-Equip Int'l	OCC	4677	7,500.00
P0317926	Workplace Resource	OCC	4312	6,953.27
P0317822	System One Business Products	CCC	5899	6,500.00
P0317836	Calif Commercial Lighting Supply Inc	OCC	4312	6,106.87
P0317820	Performance Envelope	CCC	4310	6,000.00
P0317904	OC Wholesale Flowers	GWC	4312	6,000.00
P0317938	AmericasPrinter.com	GWC	4321	6,000.00
P0317845	Preferred Property Maintenance	GWC	5650	5,000.00
P0317861	Coastal Carbonic	GWC	4312	5,000.00
P0317862	Fuller Engineering Inc	GWC	4312	5,000.00
P0317941	Carlton, Matthew	CCC	5112	5,000.00
P0317936	Image Printing Solutions	OCC	4321	4,919.85
P0317950	Altamura, Robert	CCC	5112	4,500.00
P0317927	Climatec Building Technologies Group	OCC-GB	5899	4,430.00
P0317796	Gardner, Nancy	CCC	5112	4,250.00
P0317799	Office Depot	CCC	4312	4,000.00
P0317902	A to Z Wholesale Floral Supply Inc	GWC	4312	4,000.00
P0317935	Coast Construction	OCC-GB	6250	3,893.00
P0317792	Mraz, Joseph	CCC	5112	3,750.00
P0317815	Muza, Jay	CCC	5112	3,750.00
P0317843	Faronics Technologies USA Inc	DIS	5638	3,737.37
P0317830	Sasco	OCC	5899	3,695.00
P0317959	Coast Construction	OCC-GB	6250	3,355.00
P0317793	CW Dixon Associates Inc	CCC	5112	3,300.00
P0317814	Consolidated Reprographics	DIS	4321	3,212.02
P0317794	Howell, Byron	CCC	5112	3,150.00
P0317947	Tang, Yong	CCC	5112	3,150.00
P0317808	Xerox Corp	GWC	5638	3,020.52
P0317789	Schultz, Richard	CCC	5112	3,000.00
P0317791	Gibson, Gail	CCC	5112	3,000.00
P0317823	T & L Printing Inc	CCC	5899	3,000.00
P0317829	Office Depot	OCC	4312	3,000.00
P0317854	Northcott Painting Company	OCC-GB	6250	2,850.00
P0317795	Stover, Joan	CCC	5112	2,800.00
P0317920	SARS Software Products Inc	GWC	5699	2,700.00
P0317952	Academic Innovations	SB	4312	2,596.93
P0317855	Coast Construction	OCC-GB	6250	2,579.00

Purchase Orders

P0317837	Nebraska Scientific	OCC	4312	2,410.16
P0317924	Time Dated Services	DIS	4310	2,330.00
P0317788	McClinton, James	CCC	5112	2,250.00
P0317790	Neves, Douglas	CCC	5112	2,250.00
P0317946	Falero, Roberto	CCC	5112	2,250.00
P0317948	Erski, Theodore	CCC	5112	2,250.00
P0317840	Refrigeration Supplies Distrib	OCC	4677	2,220.35
P0317806	Automatic Sync Technologies LLC	CCC	4401	2,000.00
P0317826	Micro Center	CCC	4312	2,000.00
P0317839	Waxie Sanitary Supply	OCC	4312	2,000.00
P0317850	OC Fire Protection	GWC	5899	2,000.00
P0317890	Shinoda Design Center Inc	GWC	4312	2,000.00
P0317891	OC Wholesale Flowers	GWC	4312	2,000.00
P0317905	Shinoda Design Center Inc	GWC	4312	2,000.00
P0317937	HB Magazine	GWC	5850	1,920.00
P0317957	Excel Door & Gate Co Inc	GWC	5657	1,897.00
P0317863	ARS Enterprises	CCC	5638	1,852.50
P0317811	Xap Corp	CCC	5699	1,821.55
P0317813	Embee Technologies	OCC	5899	1,786.75
P0317928	Coast Construction	OCC-GB	6120	1,719.00
P0317918	Xerox Corp	GWC	5638	1,575.66
P0317798	Point to Point Telecom LLC	CCC	4315	1,548.38
P0317906	Great Western Sanitary Supply	GWC	4312	1,519.73
P0317787	Kuespert, Jonathan	CCC	5112	1,500.00
P0317828	Office Depot	CCC	4312	1,500.00
P0317835	Medical Processor Services	OCC	5638	1,500.00
P0317844	Unisource Worldwide Inc	OCC	4312	1,500.00
P0317874	Community College League of Calif	DIS	5320	1,500.00
P0317960	Office Depot	OCC	4312	1,500.00
P0317895	Iron Mountain Records Mgmt	GWC	5899	1,400.00
P0317827	Dell Higher Education	CCC	6412	1,335.55
P0317841	Wards Natural Science	OCC	4312	1,330.66
P0317864	Sehi Computer Products Inc	GWC	4315	1,287.16
P0317870	Treecare Arborists	GWC	5899	1,050.00
P0317879	Carolina Biological Supply	OCC	4312	1,000.08
P0317816	Allied Graphic Sales Svc Inc	CCC	4310	1,000.00
P0317818	Laguna Framing Co	CCC	5899	1,000.00
P0317819	Lynde-Ordway Co	CCC	5899	1,000.00
P0317848	Water Tech Ag Supply	GWC	4312	1,000.00
P0317866	LT Enterprises	GWC	5638	920.00
P0317877	Fisher Scientific	OCC	5638	826.00
P0317812	Toshiba Business Solutions	OCC	5638	793.33
P0317958	Newson Brown Acoustics LLC	GWC-GB	6269	760.00
P0317824	AAA Flag & Banner Mfg Co Inc	CCC	5850	685.13
P0317865	Office Depot	GWC	4315	677.64
P0317821	System One Business Products	CCC	5638	675.00
P0317834	Fisher Scientific	OCC	4312	606.21

Purchase Orders

P0317851	Reed's Irrigation Service Inc	GWC	4312	600.00
P0317903	Island Florals	GWC	4312	600.00
P0317804	Builders Security Locks & Ser	CCC	5899	572.15
P0317797	Sterling Art	CCC	4312	500.00
P0317817	HB Digital Arts	CCC	5899	500.00
P0317846	LT Enterprises	GWC	5899	500.00
P0317849	Stover Seed Co	GWC	4312	500.00
P0317852	OC Farm Supply	GWC	4312	500.00
P0317868	Office Depot	GWC	4312	500.00
P0317921	Office Depot	DIS	4312	500.00
P0317909	Harbinger Knowledge Products Inc	CCC	5699	494.58
P0317831	OCLC Inc	OCC	5110	412.92
P0317881	A & A Wiping Cloth Inc	OCC	4312	404.22
P0317847	Tree of Life Nursery	GWC	4312	400.00
P0317898	McLogan's Supply Co Inc	GWC	4312	400.00
P0317919	Toshiba Business Solutions	GWC	5638	394.76
P0317825	Time Magazine	CCC	4312	388.80
P0317901	Psychological Assessment Resources	GWC	4312	385.28
P0317801	Jim Davidson Sewing Machine Service	OCC	5657	300.00
P0317867	Office Depot	GWC	4312	300.00
P0317871	Office Depot	OCC	4312	300.00
P0317942	Benner, Diane	CCC	5112	300.00
P0317944	Bower, Keith	CCC	5112	300.00
P0317945	Myers, Linda	CCC	5112	300.00
P0317951	Anderson, Betty	CCC	5112	300.00
P0317900	Edits	GWC	4312	289.78
P0317802	Suck-It Up	DIS	4312	250.00
P0317917	GWC Bookstore	GWC	4312	250.00
P0317833	OC Register	OCC	5306	248.81
P0317807	OC Register	CCC	5306	238.65
P0317907	Laundry Loops Inc	GWC	4312	217.60
P0317954	A & A Jewelry Supply	OCC	4312	203.08
P0317805	OCPC-Bizcon	CCC	5899	200.00
P0317880	Follett Higher Education Group Inc #1094	OCC	4312	200.00
P0317886	Amer Security Rx	GWC	4312	200.00
P0317892	A to Z Wholesale Floral Supply Inc	GWC	4312	200.00
P0317893	Everlasting Gardens Inc	GWC	4312	200.00
P0317894	Island Florals	GWC	4312	200.00
P0317897	Home Depot	GWC	4312	200.00
P0317899	GWC Bookstore	GWC	4312	200.00
P0317912	GWC Bookstore	GWC	4312	170.00
P0317882	Henry Schein Inc	OCC	4312	168.55
P0317914	GWC Bookstore	GWC	4312	160.00
P0317910	TattooFun Inc	GWC	4312	158.55
P0317838	Follett Higher Education Group Inc #1094	OCC	4312	152.14
P0317955	Rio Grande	OCC	4312	151.05
P0317940	Mowers, Kathy	CCC	5112	150.00

Purchase Orders

P0317943	Raymond, Robert	CCC	5112	150.00
P0317878	Follett Higher Education Group Inc #1094	OCC	4312	140.00
P0317884	Henry Schein Inc	OCC	4312	115.77
P0317896	USA Mobility Wireless Inc	GWC	5899	100.00
P0317908	TKH Design Co	GWC	4312	93.22
P0317953	Demco Inc	OCC	4312	90.48
P0317916	GWC Bookstore	GWC	4312	90.00
P0317883	Henry Schein Inc	OCC	4312	81.55
P0317842	Demco Inc	OCC	4312	71.34
P0317913	GWC Bookstore	GWC	4312	70.00
P0317915	GWC Bookstore	GWC	4312	70.00
P0317832	Art Culinaire	OCC	6301	59.00
P0317869	Office Depot	CCC	4312	34.25
Total				<u>\$1,943,630.05</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: 09/02/2009 Regular Meeting
Category: 3. Consent Calendar
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content

3.06.02 Ratification/Approval of Checks



CheckApproval 9-2-09.pdf

Additional Administrative Content

Created on 09/02/2009 2:02:07 PM by CCCCBB.110. Last updated on 09/25/2009 by CCCCBB.110

0133856	ACSIG Dental / Edge	282,559.23	110001
	Dental Claims and Admin Fees		
0133581	Coast Community College Dist.	224,387.00	110001
	Medical Claims		
0133849	Keenan & Associates	211,299.00	618001
	Worker's Com Insurance		
0133850	Medco Health Solutions Inc	180,498.14	619001
	Medical Prescription Claims		
0133621	OCC Associated Students	158,260.17	110001
	ASOCC College Service Charge		
0133847	Coast Community College Dist.	153,437.75	619001
	Medical Claims		
0133723	Coast Community College Dist.	142,861.19	619001
	Medical Claims		
0133722	Coast Community College Dist.	127,321.62	619001
	Medical Claims		
0133605	GWC Associated Students	90,407.26	110001
	Summer College Service Charge		
0133728	Reliastar Life Insurance Co	85,725.61	619001
	Life Insurance Premiums		
0133726	Reliastar Life Insurance Co	80,819.36	619001
	Insurance Premiums		
0133586	Constellation New Energy Inc	80,351.11	110001
	Electricity district wide.		
0133819	Trend Offset Printing	66,800.95	110001
	CCC Printing Fall Class Schedules Bid# 1944		
0133578	City of Fountain Valley	64,185.00	110001
	Facility lease for Tech Center.		
0133785	OCE	49,237.65	110001
	Service maintenance agreement for copier.		
0133575	CCCD Student Refunds	45,104.18	110001
	Student Refunds		
0133727	Reliastar Life Insurance Co	41,077.72	619001
	Long Term Disability Premiums		
0133881	Enterprise Fleet Mgmt	39,525.36	110001
	Fleet Lease		
0133675	CCCD Student Refunds	33,474.50	110001
	Student Refunds		
0133732	Vision Service Plan	29,830.19	619001
	Premiums for VSP Claims		
0133724	Delta Health Systems	25,540.50	619001
	Administrative Fees		
0133562	Arxis Technology Inc	24,123.67	110001
0133680	El Viento Foundation	24,000.00	110001
0133957	Xerox Corp	23,038.28	110001
0133867	CCCD Student Refunds	22,978.60	110001
0133646	Southern Calif Edison Co	21,080.27	110001
0133787	Oracle Corp	21,065.38	110001
0133701	Reliable Elevator of OC	19,980.00	110001
0133752	City of Huntington Beach	19,663.79	110001
0133553	Accrediting Commission-CJC	19,116.00	110001
0133720	Blue Cross	16,369.38	619001
0133789	Pacific Parking Systems Inc	14,992.21	127006
0133807	Southern Calif Edison Co	13,237.25	110001

0133781	Mesa Consolidated Water Dist	13,108.75	110001
0133672	Special Pay Retirement Plan	12,580.26	818030
0133714	Vital Link Orange County	11,922.61	124089
0133745	Board of Governors-Calif Comm College	11,700.00	110001
0133610	James Jackson Productions Inc	10,436.00	115040
0133954	Working Wardrobes	9,750.00	120034
0133956	Xerox Corp	7,761.05	110001
0133759	Dell Higher Education	7,477.92	110001
0133662	Waxie Sanitary Supply	6,847.39	110001
0133820	Union Bank of California	6,730.49	110001
0133638	Rutan & Tucker, LLP	6,422.01	110001
0133775	KPSS Inc	6,157.25	110001
0133878	Dell Higher Education	6,054.18	110001
0133715	VWR International Inc	6,041.16	110001
0133718	Xerox Corp	5,932.69	110001
0133845	Air Pro Supply Inc	5,433.61	415053
0133818	Townsend Public Affairs Inc	5,240.00	110001
0133868	CDWG	5,037.02	110001
0133583	College Board	4,950.00	110001
0133580	Coast Community College Dist.	4,934.00	110001
0133739	B & P Services Inc	4,180.00	110001
0133691	Leonard Chaidez Tree Service	4,035.00	110001
0133648	Jon Stephenson	4,000.00	115070
0133816	Time Warner Cable	3,982.00	110001
0133721	Care Resources Inc	3,956.00	619001
0133898	Keenan & Associates	3,850.00	110001
0133773	Knorr Systems Inc	3,700.20	110001
0133731	Vision Service Plan	3,629.70	619001
0133821	US Bank	3,627.60	110001
0133872	Coast Community College Dist.	3,440.00	110001
0133794	Performance Envelope	3,413.94	110001
0133651	Systems Technology Associates Inc	3,202.96	110001
0133695	Pacific Parking Systems Inc	3,015.50	110020
0133871	Coast Community College Dist.	2,762.50	110001
0133679	DataPipe Inc	2,750.00	110001
0133966	First Colony Life Insurance Co	2,726.73	619001
0133802	Sehi Computer Products Inc	2,653.64	124044
0133792	Paton Group	2,610.00	110001
0133584	College Health Services LLC	2,600.00	127001
0133677	CR & R	2,594.79	110001
0133935	Southern Counties Oil Co	2,581.45	110001
0133692	Microsoft Corp - Professional Support Sales	2,578.00	110001
0133825	Verizon California	2,575.33	110001
0133762	Eberhard Equipment	2,551.48	110001
0133927	Wendy Rakochy	2,541.00	115090
0133740	Babin, Christian, 6925634 Canada Inc	2,500.00	120173
0133754	Community College League of Calif	2,500.00	110001
0133623	Office Depot	2,499.34	124088
0133749	Chem Pro Laboratory Inc	2,478.00	110001
0133829	Verizon Wireless	2,475.31	110001
0133800	SARS Software Products Inc	2,390.00	124044
0133803	Smardan Supply Co- Orange Coast	2,385.13	110001
0133947	VWR International Inc	2,378.37	110001
0133833	Xerox Corp	2,308.16	110001
0133664	Xerox Corp	2,252.81	110001

0133753	Coastline Equipment	2,247.79	110001
0133596	Eureka Calif Career Info Sys	2,169.56	110001
0133904	Marina Landscape Inc	2,157.00	110001
0133674	AT&T Mobility	2,067.63	120023
0133804	SMH Colocation	2,064.00	110001
0133813	The Gas Company	2,026.74	110001
0133751	City of Fountain Valley	2,007.05	110001
0133937	Student Insurance	2,000.00	110001
0133786	Office Depot	1,972.64	120105
0133870	City of Garden Grove	1,960.79	110001
0133950	Waxie Sanitary Supply	1,916.79	110001
0133955	Xap Corp	1,821.55	124044
0133932	Sehi Computer Products Inc	1,819.26	124044
0133869	CI Solutions	1,762.00	110001
0133828	Verizon Wireless	1,714.10	110001
0133639	Saddleback Materials Co Inc	1,695.68	110001
0133661	Unisource Worldwide Inc	1,693.20	110001
0133917	Par West Turf Services	1,641.27	110001
0133729	Unum Ltc	1,633.50	619001
0133964	CCCD Workers Comp Trust Fund	1,586.47	618001
0133748	CDWG	1,496.92	110001
0133811	Sy Nielson Service Inc	1,485.00	110001
0133914	Office Depot	1,467.64	110001
0133906	Master Recording Supply Inc	1,427.84	110001
0133901	Key Equipment Finance	1,426.03	110001
0133703	Sherman Sound Suite	1,400.00	115080
0133706	Spectrum Chemicals & Laboratory Products	1,394.41	110001
0133946	Unisource Worldwide Inc	1,358.01	110001
0133893	Home Depot	1,354.78	110001
0133860	Benner Metals Corp	1,348.50	127010
0133962	CCCD Workers Comp Trust Fund	1,344.49	618001
0133846	Tremco Inc	1,285.58	413020
0133810	SunGard Higher Education Inc	1,284.96	110001
0133734	3M Co	1,205.00	110001
0133614	Matrix Imaging Products LLC	1,195.00	110001
0133944	Toshiba Business Solutions	1,185.32	110001
0133592	Dunn Edwards	1,169.45	110001
0133874	County of Orange	1,167.00	110001
0133769	Home Depot	1,113.05	110001
0133782	Mesa Golf Carts	1,101.26	127005
0133598	Gale Group	1,075.49	110001
0133934	Southern Calif Edison Co	1,060.16	110001
0133556	Alan's Lawnmower & Garden Ctr Inc	1,053.06	110001
0133652	T-Mobile	1,050.44	110001
0133873	Coast Community College District	1,041.94	110001
0133903	Marianna Inc	1,007.22	110001
0133655	The Bank of New York Mellon	1,000.00	110001
0133671	Water Safety Resources	1,000.00	413110
0133933	South Coast Air Quality Mgmt District	1,000.00	110001
0133877	Declues, Burkett & Thompson, LLP	933.93	110001
0133640	SC Sign & Supply LLC	923.29	127005
0133830	Verve Solar Consulting	900.00	124087
0133644	Smith Pipe & Supply Inc	899.51	110001
0133654	Tell Steel	881.72	110001
0133694	Office Depot	880.51	110001

0133897	James Jackson Productions Inc	872.00	115040
0133606	Hewlett Packard	815.49	110001
0133891	Hewlett Packard	815.49	110001
0133601	Govconnection Inc	782.16	110001
0133965	CCCD Workers Comp Trust Fund	772.59	618001
0133899	Keenan & Associates	772.00	110001
0133851	Medco Health Solutions Inc	757.26	619001
0133916	Pacific Parking Systems Inc	742.64	127005
0133883	Flinn Scientific Inc	738.50	127012
0133617	Minuteman Plumbing	737.50	110001
0133622	OCC Food Services	730.73	110001
0133788	Pacific Clippings	708.00	110001
0133713	Verizon Wireless	706.29	110001
0133761	Dr McNatty & Assoc	700.00	110001
0133717	Waxie Sanitary Supply	688.52	110001
0133772	Johnstone Supply	660.72	110001
0133915	Pacific Blue Micro	647.50	110001
0133641	Sehi Computer Products Inc	643.53	110001
0133900	Kelly Paper	641.93	110001
0133712	Verizon Wireless	641.51	110001
0133607	Home Depot	635.05	110001
0133795	Prince Enterprises Inc	615.65	127005
0133687	Harland Technology Services	612.00	110001
0133771	Iron Mountain	605.38	110001
0133918	Prado Olympic Shooting Park	600.00	110001
0133587	CR & R	599.55	110001
0133552	Academic Innovations	597.00	124088
0133561	Aqua-Clear Water Treatment Specialists Inc	595.00	110001
0133766	Grainger	579.48	110001
0133636	Riley, Dominique	578.89	120034
0133941	The Gas Company	576.53	110001
0133896	Island Color Inc	575.55	124044
0133716	Walson Communications	574.50	120023
0133657	The Gas Company	571.14	110001
0133602	Grainger	570.38	110001
0133880	Electro Systems Electric Inc	566.93	110001
0133939	The Gas Company	559.19	110001
0133688	Home Depot	556.81	110001
0133777	Leonard Chaidez Tree Service	550.00	110001
0133707	State Board of Equalization	546.00	110001
0133653	Tangram	545.00	120034
0133945	Union 76	536.47	110001
0133579	Clark Security Products	528.06	110001
0133882	Fisher Scientific	524.10	110001
0133886	Ganahl Lumber Co	516.22	110001
0133930	SC Sign & Supply LLC	509.84	110020
0133919	Pro Photo Connection	508.67	110001
0133647	Staples Advantage	505.46	110001
0133888	Richard Green	500.00	115090
0133953	Western Scientific Co	500.00	110001
0133889	GWC Bookstore	479.33	110001
0133554	Accurate Termite & Pest Control	478.00	110001
0133799	Saddleback Materials Co Inc	477.41	110001
0133750	Chevron USA Inc	472.04	110001
0133758	Daniels Tire Service	468.63	110001

0133805	Smith Pipe & Supply Inc	467.08	110001
0133725	First Health	465.92	619001
0133902	Lab Safety Supply	437.51	110001
0133558	Amtech Elevator Services	433.85	110001
0133705	Sign-Mart	426.58	110001
0133643	Smardan Supply Co- Orange Coast	424.67	110001
0133576	Certified Transportation Serv	401.00	110001
0133943	Thomson West	399.91	110001
0133747	Caston Office Solutions	397.36	110001
0133608	Iron Mountain	385.55	110001
0133958	Yosemite Community College District	381.63	110001
0133609	Irvine Pipe & Supply	380.04	110001
0133704	Sigma-Aldrich Inc	366.63	110001
0133911	OCC Food Services	364.00	110001
0133835	Stater Brothers	357.25	330001
0133852	Academic Senate	350.00	110001
0133624	Orange Coast Auto Repair	344.18	127005
0133948	Wards Natural Science	340.88	110001
0133690	Knorr Systems Inc	338.36	110001
0133949	Water Factory	336.00	110001
0133827	Verizon Wireless	325.72	110001
0133798	Red-E-Rentals	320.00	110001
0133774	Konica Minolta Business Solutions USA Inc	319.00	110001
0133961	Gregory Wight	318.35	413030
0133626	Portacraft Inc	308.25	110020
0133744	Bee Busters Inc	300.00	110001
0133791	Par West Turf Services	299.01	110001
0133682	Fry's Electronics	298.70	110001
0133894	Hub Auto Supply	297.68	110001
0133815	Thomson Reuters/Barclays	287.34	110001
0133793	Paxton/Patterson	281.86	110001
0133589	Dell Higher Education	281.13	110001
0133709	Thomas Scientific	278.84	110001
0133790	Pak West Paper and Packaging	276.40	110001
0133693	Newport Exterminating	269.50	110001
0133559	Andtech Corporation	265.00	110020
0133642	Shinohara USA Inc	263.99	110001
0133628	Professionals in Human Resources Assn	250.00	120031
0133855	Accurate Termite & Pest Control	250.00	110001
0133784	Mission Motorsports	247.00	120077
0133678	Datamax O'Neil Printer Supplies	246.86	110020
0133572	CAPED	240.00	124007
0133604	GWC Admissions & Records	240.00	110001
0133603	GWC Admissions & Records	230.00	110001
0133783	Minuteman Plumbing	230.00	110001
0133817	Times Community News %Los Angeles Times	229.50	110001
0133634	Quinn, Justin	221.87	120072
0133582	Coastline Equipment	217.28	110001
0133884	FRS Environmental	214.50	110001
0133865	Carolina Biological Supply	210.60	110001
0133809	Storefront Door Repair	210.00	110001
0133627	Premier Office Services Co	206.34	110001
0133742	Walter Banoczi	201.94	110001
0133756	CR & R	199.85	110010
0133959	Xerox Corp	197.65	330001

0133763	Federal Express Corp	195.89	110001
0133612	Janelle Leighton	193.93	110001
0133685	Golf Ventures West	191.94	110001
0133555	Airgas West Inc	189.32	110001
0133857	Airgas West Inc	189.32	110001
0133613	Main Electric Supply Co	187.72	110001
0133611	Lakin Tire West Inc	179.95	110001
0133908	McFadden-Dale Hardware	177.81	110001
0133711	Verizon Wireless	176.20	110001
0133645	Smog & Gas of Costa Mesa	175.00	110001
0133866	CCC Petty Cash	173.72	110001
0133619	OCC Ancillary #100-247500-6492	172.26	124060
0133895	Irvine Pipe & Supply	171.61	110001
0133765	Glenn's Alignment	169.97	110001
0133574	Carroll Promotions Inc	169.28	110001
0133660	Thomson West	167.48	110001
0133620	OCC Ancillary 1000-247500-5120	167.00	110001
0133649	Suburban Water Systems	162.89	110001
0133738	AT&T Mobility	161.73	110001
0133806	Sodexo Inc & Affiliates	161.63	110001
0133887	Gilman Gear	160.74	110001
0133702	Sehi Computer Products Inc	150.97	110001
0133942	Thomson Reuters/Barclays	146.00	110001
0133879	Dunn Edwards	142.60	110001
0133658	The Gas Company	141.52	110001
0133577	Cintas First Aid & Safety	139.61	110001
0133563	AT&T	134.21	120023
0133560	Apple Computer Inc	130.34	110001
0133616	McGraw-Hill Companies	130.32	110001
0133832	Westminster Chamber of Commerce	130.00	120023
0133683	Gale Group	129.80	110001
0133952	Wendt, Christopher	126.00	120145
0133684	Ganahl Lumber Co	121.00	110001
0133928	Refrigeration Supplies Distrib	119.39	110001
0133708	Theodore Robins Ford	114.27	110001
0133831	Jocelyn Wang	109.45	120044
0133600	Golf Ventures West	107.34	110001
0133633	Prudential Overall Supply Co	104.77	110001
0133760	Dish Network Chicago	102.46	110001
0133599	Garden Grove Chamber Commerce	100.00	110001
0133779	Peter Maharaj	99.00	124037
0133960	US Green Building Council	99.00	413010
0133864	Calif Pro Sports	98.52	110001
0133824	Verizon California	97.44	110001
0133862	BJ Bindery Inc	93.53	110001
0133730	Vision Service Plan	92.00	619001
0133656	The Gas Company	91.74	110001
0133814	Theodore Robins Ford	89.95	110001
0133853	ACBO	85.00	110001
0133854	ACBO	85.00	110001
0133768	Lorraine Henry	83.14	110001
0133776	Mai Le	81.95	120038
0133863	Business Properties	81.54	110001
0133823	USA Mobility Wireless Inc	79.92	110001
0133757	Crown Ace Hardware	79.86	127001

0133557	Amazon.com	79.66	110001
0133931	Seal's Health Care	79.00	127001
0133676	Commercial Landscape Supply	76.13	110001
0133755	Consolidated Electrical Dist	75.04	110001
0133710	Verizon Wireless	74.44	110001
0133736	Alexander, Alex	74.09	120077
0133743	Battery Systems	70.43	110001
0133834	Tracy Young	69.08	110001
0133780	Linda Mellor	67.10	120014
0133963	CCCD Workers Comp Trust Fund	66.82	618001
0133848	Keenan & Associates	66.59	618001
0133568	AT&T	66.34	110001
0133741	Baker & Taylor	66.30	110001
0133822	USA Mobility Wireless Inc	66.23	110001
0133590	Demco Inc	66.07	110001
0133618	Nat'l Construction Rentals Inc	65.25	110001
0133632	Prudential Overall Supply Co	62.99	110001
0133797	Prudential Overall Supply Co	62.99	110001
0133808	Springdale Ace Hardware	61.03	110001
0133571	Baker & Taylor	60.86	110001
0133859	Battery Systems	59.99	110001
0133913	Oceanside Photo & Telescope	59.33	110001
0133737	AT&T	59.00	110001
0133689	James Publishing Inc	58.47	124020
0133594	Darrell Ebert	55.18	127011
0133778	Los Angeles Times	53.60	110001
0133588	Crown Ace Hardware	53.10	110001
0133573	Carmen's Uniforms Inc	51.55	110020
0133564	AT&T	48.44	110001
0133796	Pro Photo Connection	48.31	110001
0133922	Prudential Overall Supply Co	46.18	110001
0133924	Prudential Overall Supply Co	46.18	110001
0133697	Prudential Overall Supply Co	45.53	110001
0133733	Vision Service Plan	44.40	619001
0133686	Grainger	44.05	110001
0133885	Fry's Electronics	43.83	110001
0133938	TALX Corp	43.80	120034
0133593	Eberhard Equipment	43.69	110001
0133585	Brian Conley	43.24	127011
0133597	Federal Express Corp	43.01	110001
0133635	Cynthia Reber-Bonhall	42.99	110001
0133875	Crown Ace Hardware	42.31	110001
0133767	Leslie Hargrove	41.25	120023
0133890	GWC Petty Cash	40.49	110001
0133912	OCC Petty Cash	40.15	120176
0133591	Diverse Issues in Higher Education	40.00	110001
0133595	Educause	40.00	110001
0133629	Prudential Overall Supply Co	36.08	110001
0133826	Verizon California	35.21	110001
0133673	Alan's Lawnmower & Garden Ctr Inc	34.79	110001
0133905	Marinus Scientific	32.63	110001
0133565	AT&T	32.41	110001
0133566	AT&T	32.41	110001
0133659	Thompson, Tim T.	32.00	120071
0133909	Kevin Mofid	32.00	110001

Check Approval

0133735	Alan's Lawnmower & Garden Ctr Inc	30.11	110001
0133696	Par West Turf Services	28.55	110001
0133812	The Gas Company	27.94	110001
0133631	Prudential Overall Supply Co	27.28	127001
0133920	Prudential Overall Supply Co	25.73	110001
0133663	Westcliff Medical Lab	24.95	127002
0133910	MWB Business Systems	24.31	110001
0133892	Hitt Marking Devices Inc	24.30	110001
0133567	AT&T	23.71	110001
0133746	Business Machines Consultants Inc	23.49	110001
0133923	Prudential Overall Supply Co	22.18	110001
0133926	Prudential Overall Supply Co	22.18	110001
0133929	Rhino Electric Supply	21.33	110001
0133650	Soronit Suos	20.00	110001
0133951	Wendt, Christopher	20.00	120145
0133615	Matthew Bender & Co., Inc	19.58	110001
0133700	Prudential Overall Supply Co	18.67	110001
0133630	Prudential Overall Supply Co	16.90	110001
0133698	Prudential Overall Supply Co	16.90	110001
0133921	Prudential Overall Supply Co	16.90	110001
0133699	Prudential Overall Supply Co	16.28	127001
0133925	Prudential Overall Supply Co	16.28	127001
0133665	Ann Yarchin	12.65	110001
0133569	AT&T	12.59	110001
0133936	Staples Advantage	12.53	110001
0133801	Seal's Health Care	12.50	110001
0133681	Federal Express Corp	12.01	110001
0133570	AT&T	11.11	110001
0133858	AT&T	11.02	110001
0133861	Kyla Benson	10.00	110001
0133876	Kelly Daly	10.00	110001
0133907	Amber McCall	10.00	110001
0133940	The Gas Company	9.91	110001
0133764	Federal Express Corp	7.77	110001
0133637	RingClear, LLC	4.68	110001
0133770	Hub Auto Supply	3.00	110001

Total

\$ 2,851,047.77

3.06.03 Check List for General Obligation Bond Fund

Meeting: 09/02/2009 Regular Meeting

Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Agenda Item Content**3.06.03 Check List for General Obligation Bond Fund**

CheckApprovalBond 9-02-09.pdf

Additional Administrative Content

Created on 09/01/2009 10:24 PM by CCCD Office. Last updated on 09/28/2009 by Jodi Rodriguez.

0133841	LPA Inc	125,823.03	420207 P0306644
	Architect for OCC Consumer Health & Lab Science		
0133838	Continental Painting Inc	52,166.00	420222 P0316478
	Sailing Center Exterior Painting		
0133839	Honeywell Int'l Inc	7,370.41	420206 P0316355
0133843	Verne's Plumbing Inc	7,020.00	420233 P0316261
0133668	CSI Surveillance Systems Inc	3,937.69	420207 P0316238
0133666	Bekins Moving Solutions	3,748.00	420316 P0315039
0133840	Leonard Chaidez Tree Service	3,700.00	420283 P0317234
0133837	Bundy-Finkel Architects Inc	2,502.75	420222
0133667	C2 Reprographics	2,145.44	420207
0133719	C2 Reprographics	1,330.54	420249
0133670	Seville Group Inc	1,167.12	420206 PO233177
0133842	Tremco Inc	990.00	420249 P0315983
0133844	Verne's Plumbing Inc	780.00	420233 P0316261
0133669	Honeywell Int'l Inc	745.42	420206 P0316355
0133836	Baytek Engineering LLC	695.00	420249
	Total	<u>214,121.40</u>	

4.00 Action Items

Meeting: 09/02/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content

4.00 ACTION ITEMS

(Green Pages)

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

Additional Agenda Item Content

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4.01 Approval of Agreements - Coastline Community College

Meeting: 09/02/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**4.01 Approval of Agreements - Coastline Community College****4.01.01 Authorization to Approve an Agreement between the Coast Community College District and Mile Square Golf Course—Limited Partnership for Catering and Banquet Facilities for the Ninth Annual EOPS Student Breakfast Awards**

After review by the Acting College President, and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Mile Square Golf Course—Limited Partnership and the Coast Community College District for catering and banquet facilities for the Ninth Annual EOPS Student Awards Breakfast on May 7, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Mile Square Attachment #3)

Fiscal Impact: NTE \$1850 to be paid by EOPS funds



Mile Square.pdf

Agenda Item Content

Generated by the Office of the Interim Chancellor, Coastline Community College District, 9/2/09

4.02 Approval of Agreements - Golden West College

Meeting: 09/02/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**4.02 Approval of Agreements - Golden West College****4.02.01 Approve Agreement with Southern California Edison for Monetary Incentive**

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement between Southern California Edison and the Coast Community College District for monetary incentive for reduced consumption of energy, from September 2, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Southern California Edison Agreement, Attachment #8)

Fiscal Impact: \$28,916.88; paid from SCE to GWC Auxiliary Fund.

4.02.02 Approve Agreement with Global eRecyclers, Inc. for Electronic Waste Recycling

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the agreement between Global eRecyclers, Inc. and the Coast Community College District for collection and disposal of electronic waste, from September 3, 2009 through June 30, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Global eRecyclers Agreement, Attachment #9)

Fiscal Impact: Global to pay up to \$0.20/lb of waste to Auxiliary funds.



Edison Agreement.pdf Global eRecyclers Agreement.pdf

Agenda Item Content**Agenda Item Content**

Motion:

Source: 09/02/2009 02:45 PM by: Susan Adams EIS: updated 09/02/2009 by: Jodi Rodriguez

4.03 Approval of Agreements - Orange Coast College

Meeting: 09/02/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action
Public Access: Yes

Agenda Item Content**4.03 Approval of Agreements - Orange Coast College****4.03.01 Approve Agreement between the County of Orange Registrar of Voters and the Coast Community College District for the Purpose of Orange Coast College Providing a Four-hour Workshop to the Orange County Registrar of Voters**

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the County of Orange Registrar of Voters and the Coast Community College District for the purpose of Orange Coast College providing a four-hour workshop to the Orange County Registrar of Voters on September 9, 2009, to be held off-site and facilitated by Michael Brown, Orange Coast College Professional Expert. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #4).

Fiscal Impact: Orange Coast College to be paid \$500 for the contracted service.

4.03.02 Approve Agreement between the Institute of Reading Development and the Coast Community College District for the Purpose of Teaching a Series of Reading Enrichment Programs Offered by Orange Coast College

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between the Institute of Reading Development and the Coast Community College District for the purpose of teaching a series of reading enrichment programs offered by Orange Coast College at mutually agreed upon sites during the fall of 2009. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #5).

Fiscal Impact: The fee split will be 88/12 with 88% of the gross tuition income retained by the institute and 12% to Orange Coast College.

4.03.03 Approve Agreement between Smarthinking, Inc. and the Coast Community College District for the Purpose of Offering an Online Tutoring Program to OCC Students

After review by the College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between Smarthinking, Inc. and the Coast Community College District for the purpose of offering an online tutoring program to OCC students. This is a renewal for September 16, 2009, to August 31, 2010, to the Master Agreement, which was Board approved September 3, 2008. The contract dates coincide with the Federal fiscal reporting dates. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment # 10).

Fiscal Impact: The cost of the full contract will be paid through Title III Grant funds as outlined in the Title III Grant. The financial breakdown is as follows: 1,500 hours @ \$30.00/hour; Tutoring-\$45,000; Set-up and Training-\$3,000; Total: \$48,000

4.03.04 Approve a Standard Student Intern Placement Agreement between California State University Long Beach and the Coast Community College District

After review by the Interim College President and District General Counsel, it is recommended by the Interim Chancellor that the Board approve the Agreement between California State University Long Beach and the Coast Community College District for the purpose of placing student interns between the period June 10, 2009, and June 30, 2014. Students will not actually start the internship until fall, 2009. The Board, President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: None



Orange County Registrar of Voters.pdf



Institute of Reading Development.pdf



SmartThinking Agreement.pdf

Public Hearing / Administrative Comment

Public Hearing / Board

Motion:

Created: 07/15/2009 02:00 PM by: Emma M. For... Last Modified: 07/08/2009 02:00 PM by: Jodi For...

4.04 Approval of Agreements - District

Meeting: 09/02/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**4.04 Approval of Agreements - District****4.04.01 Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation for 2009-2010**

After review by the Vice Presidents of Administrative Services for Orange Coast College, Golden West College and Coastline College, Sr. Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to employ Cambridge West Partnership, LLC for planning and implementation services for Orange Coast College, Golden West College and Coastline College.

The District has requested services to support the planning/implementation effort focused on not only the dynamics of construction/rehabilitation of on-campus buildings but also assistance with financial assistance/augmentation from the State Chancellor's Office. The services would include generation, filing and qualifying planning documents for all three campuses for updating the yearly Space Inventory, Five-Year Capital Outlay Plan and submittal of Initial Project Proposals (IPP).

The scope of service is to include the following tasks:

1. State Reporting/Long Range Planning and Development
 - a. Formulation and submittal of required State reports
 1. Five-Year Capital Construction Plan
 2. Report 17 – Summary and Capacity of Assignable/Gross Square Footage (Space Inventory - To maintain optimum Cap Load Ratio)
 - b. Two Initial Project Proposals (To be determined by the campuses)

Total for services is \$67,500.

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

Fiscal Impact: Not to Exceed \$67,500 (District Funds)

4.04.02 Approval of Contractors for FY 2009-2010 Pursuant to District's Standard Annual Agreement for Contractor Services

Approval of Contractors for FY 2009 9-2.pdf

Approval of Contractors for FY 2009-2010 Pursuant to Districts' Standard Annual Agreement for Contractor Services

It is requested the board approve the following contractors for the performance of a variety of contractor services throughout the District, on an as needed basis for FY 2009-2010. These contractors have or will complete the District's Standard Annual Agreement for Contractor Services prior to the performance of services. Prior to authorizing these services, the District will obtain competitive pricing quotes from the contractor(s). If selected to perform the quoted services, the contractor will send an invoice to the District based upon the agreed-upon price.

Proforma Solutions
17011 Beach Blvd Suite 820
Huntington Beach Ca 92647

RGB dba Rice General Building
4467 Salisbury Drive
Carlsbad CA 92010

4.05 Buildings and Grounds Approvals

Meeting: 09/02/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content**4.05 Buildings and Grounds Approvals****4.05.01 Approve Change Order No. 1; Coastline Community College Restoration of Exterior Metal Panels; Bid No. 1967**

After review by the Vice President of Administrative Services, Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given for Change Order No. 1 to Coastline Community College Restoration of Exterior Metal Panels; Bid No. 1967 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents. (See Attachment #6)

These changes are necessary for the following reasons:

Painting & Décor LTD

- | | | |
|----|-----------------------------|---------|
| 1. | Additional Coating Material | \$8,900 |
|----|-----------------------------|---------|

Contract Amount: \$108,500 (C.O. 1: 8.2%)
Total Change Orders: \$8,900

This project is to restore the metal panels on the exterior of the Coastline College Center building. After the contractor completed the mock-up, it was determined by the College that new paint would not match the existing metal work on the building without the application of an additional coating material. This change order is to cover the cost of the additional coating. There is an added value to original scope in that the additional coating will protect the metal panels from additional damage from the sun.

Fiscal Impact: \$8,900 (Campus Auxiliary Funds)
 Master Plan Approved Project

4.05.02 Authorization to Employ C.W. Driver; Orange Coast College Student Center Renovation

After review by the OCC Vice President of Administrative Services, Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to employ C.W. Driver for construction management services for the Orange Coast College Student Center Renovation.

The District sent out a Request for Qualifications/Proposal to fifty-six construction management firms.

Sixteen firms responded to the RFP. The College Selection Committee short-listed and interviewed five of the firm. After review of the proposals and the standard due diligence process, the College selected PENDING.

The scope of service is to include the following tasks:

- | | | |
|----|---|------------|
| 1. | Preconstruction Services (Pending Month) | \$ 46,127 |
| | Construction Management Services (Pending Months) | \$ 280,920 |

Design Phase/Preconstruction Phases

Constructability Review
Value Engineering
Deductive Alternates
Budgeting
Scheduling
Bidding
Change Order Mitigation
Subcontract Award

Construction Phase Services

Insurance/Bonds
Safety Program
Quality Control Program
Scheduling
Cost Control
Change Order & RFI Management
Application for Payment
Project Close Out
Final Payments

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the consultant agreement.

Fiscal Impact: \$327,047 (Measure C - General Obligation Bond Fund)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center Renovation

4.05.03 Approve Addendum No. 3 for AEPC Group, LLC; Orange Coast College Student Center Remodel

After review by the Orange Coast College Vice President of Administrative Services, Senior Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Interim Chancellor that authorization be given to accept Addendum No. 3 for AEPC Group, LLC for architectural and engineering services for the Orange Coast College Student Center Remodel.

The scope of service is to include the following tasks:

1. Verify as-built conditions, obtain topographic information.
2. Revise plans to modify eight (8) existing parking stalls and redesign seven (7) ADA accessible ramps.
3. Create new Path of Travel.

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Additional Administrative Content

Action Agenda Details

Created: 07/10/2009 10:24:42 AM; CC-BY; Last update on 03/27/2009 by JKH: 113092

4.06 General Items of Business - District

Meeting: 09/02/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Action (Consent)
Public Access: Yes

Agenda Item Content**4.06 General Items of Business - District****4.06.01 Official Public Hearing and Adoption of the 2009-2010 Budget for the Coast Community College District**

(See Budget Notebook Attachment)



Adop cover sheet 09-10.pdf

Additional Administrative Content

Created: 09/02/2009 10:24:10 AM by: [Name] [Title] [Phone] [Email] [Address]

Official Public Hearing and Adoption of the 2009-2010 Budget for the Coast Community College District

The open hearing on the 2009-2010 Budget for the Coast Community College District is now in session. Legal notice announcing the public inspection and public hearing had been published by the Orange County Superintendent of Schools as authorized by Title 5 of the California Code of Regulations, Section 58301.

ESTIMATES REVENUE

Estimated State revenue has been adjusted to reflect 0% COLA, \$112 per FTES Unrestricted Lottery Revenue, and a base apportionment deficit of \$5.8 million for 2009-2010. Workload measures were also reduced by 3.59%.

Local revenue reflects enrollment fees of \$26 per unit and interest earnings of \$600,000. All other revenues are budgeted based on allocation in the state budget act including anticipated Federal stimulus funds. Revenue adjustments and additional one-time funds will be added to the budget when allocated to the District.

APPROPRIATION CHANGES

Appropriation changes reflect projections for expenditures in contract salaries including negotiated salary increases for all staff. Staff health benefits for 2009-2010 are projected with a \$300 increase over the 2008-2009 budget at \$12,800 per employee. The PERS rate has been adjusted up slightly to 9.709%. Funds are provided for a 2% of contract salaries charge for future retiree health benefits, a reduction of 1% from 2008-2009.

Each college is being provided a base allocation, fixed costs increases and \$3,531 per FTES in the budget model. Final allocations include each college and the district office sharing in budget cuts of \$4 million. These cuts will come from salary savings from vacant positions, reduced hourly staff, and reductions in other discretionary expenditures. Overall the district addressed an \$11.8 million reduction in the budget by using \$5.8 million from reserves and reduction of \$6 million in expenses.

RESERVES

The district has set aside a 6% reserve for contingency for 2009-2010 (\$13,293,671). The reserve is based on prior year's actual general fund expenses. This is a reduction from 7.5% in 2008-2009. The excess reserve funds as well as the stability reserve were used to provide \$5.8 million in one-time funds to balance the budget.

The Retirees Liability Fund has \$32.8 million set aside in the JPA Trust and district funds. The district will update the actuarial study during 2009-10 to determine how funding reductions have affected the unfunded liability.

(continued on next page)

A summary of estimated revenue sources and appropriations is presented below. It is noted that 81.63% of all appropriations are staff related, i.e., salaries and benefits.

<u>REVENUE</u>			<u>APPROPRIATIONS</u>		
Federal	\$ 8,671,903	4.02%	Certificated Salaries	\$77,863,824	35.20%
State	86,902,685	40.35%	Classified Salaries	56,279,926	25.44%
Local	119,812,255	55.63%	Staff Benefits	46,437,787	20.99%
			Books, Supplies & Materials	4,912,237	2.22%
			Operating Expenses & Services	29,932,248	13.53%
			Capital Outlay	2,851,401	1.29%
			Financial Aid & Other Outgo	<u>2,932,108</u>	<u>1.33%</u>
	\$215,386,843	100.00%		\$221,209,531	100.00%
			Reserve for Contingency (UR)	13,293,671	
			Current Year Categorical Backfill	488,695	
			Entity Beginning Balance	<u>1,491,734</u>	
Beg. Balance	<u>\$21,096,788</u>			<u>\$15,274,100</u>	
	\$236,483,631			\$236,483,631	

The Capital Outlay Fund, GO Bond Fund, Child Development Fund, Self-Insurance Fund, and the Non-Restricted Reimbursable Operations Fund are presented for consideration. All revenues in these funds are appropriated for specific purposes. The official budget includes special budgets for all auxiliary operations (bookstores, associated student body operations, and co-curricular funds).

It is recommended by the Chancellor that following the public hearing, when interested citizens may address the Board on the Budget, the hearing be closed and the Budget be adopted as presented for the 2009-2010 fiscal year.

It is further recommended that authorization be granted to the District Administration to file the Budget with the State Chancellor's Office with any minor adjustments as needed. (A copy is attached to each Trustee's agenda).

4.07 Resolutions

Meeting: 09/02/2009 Regular Meeting
 Category: 4. Action Items
 Agenda Type: Action
 Public Access: Yes

Agenda Item Content

4.07 Resolutions

4.07.01

**Coast Community College District Board of Trustees Resolution # 09-41
 Adoption of Resolution Authorizing Signatures –
 Orange County Department of Education**

Based on the transfer of Nancy Hill, Staff Assistant Senior, from the Board of Trustees Office to the Human Resources Department, it is necessary for the District to update signature authorizations for the Orange County Department of Education. Therefore, it is recommended by the Board Clerk that the following Resolution be adopted and made effective September 3, 2009.

Resolution for Signature Authorization

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

Christian Teeter, Secretary of the Board
Tracey Sanders, Secretary Pro Tem

~~Nancy Hill, Secretary Pro Tem~~

Fiscal Impact: None

Additional Board Review Copies

Agenda Item Details

Motion:

Orange County Board of Trustees Resolution # 09-41, adopted on 09/02/09, by a vote of 7-0.

4.08 Approval of Minutes

Meeting: 09/02/2009 Regular Meeting
Category: 4. Action Items
Agenda Type: Information
Public Access: Yes

Agenda Item Content

4.08 Approval of Minutes

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Minutes of the following meetings be approved:

Regular meeting of: August 19, 2009

Additional Administrative Content

Stamp: 09/02/2009 12:10 PM by: [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

5.00 Public Comment (Items not on Agenda)

Meeting: 09/02/2009 Regular Meeting
Category: 5. Public Comment
Agenda Type: Information
Public Access: Yes

Agenda Item Content**5.00 Public Comment (Items not on Agenda)**

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

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

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

Agenda Item Action**Agenda Item Description****Motion:****Agenda Item Action**

6.00 Adjournment

Meeting: 09/02/2009 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

Agenda Item Content

6.00 Adjournment

Additional Administrative Content

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COAST COMMUNITY COLLEGE DISTRICT
Initial Proposal for Negotiations
With
Coast Federation of Classified Employees/American Federation of Teachers
AFL/CIO (CFCE/AFT – Local 4794)

The following proposal is submitted by the Coast Community College District as its initial proposal for negotiations of a successor agreement with the Coast Federation of Classified Employees/American Federation of Teachers AFL/CIO (CFCE/AFT – Local 1911). The District considers any article opened by the CFCE for renegotiation, as being opened for both parties and subject to modification. Furthermore, it is the District's intent to respond to each article opened for negotiations by CFCE. The District's proposal is conceptual in nature, with specific language to be provided during the negotiations process. The District reserves its rights to modify its initial proposal by opening additional articles and/or sections, as it deems necessary and appropriate.

Article 2 – Federation Rights

2.7 Released Time – Paid Leaves

- Clarification of what constitutes released time
- Provision for annual notification of anticipated use of released time
- Clarification of the amount of time to be used, limits to released time, and tracking of released time to minimize impact on departments

Article 7 – Employee Status

7.2 Short Term Employees

- Alter limitation of days to be consistent with Education Code

7.4 Probationary Period

- Extension of probationary period to be congruent with Education Code
- Clarification of appraisal schedule

Article 10 – Performance Appraisal

10.4 Performance Appraisal Schedule

- Revise timelines
- Clarify timelines for interim appraisals
- Incorporate Language Relating to Action Plans for Performance Improvement

Article 14 – Hours and Overtime

14.14 Compensatory Time

- Clarify time limits relating to use to be congruent with Code
- Clarify how determination is made relative to granting paid overtime vs. compensatory time

Article 16 – Holidays

16.2 Holiday Eligibility

- Propose time limits for use of “in lieu” of days

Article 15 – Vacation

15.2 Vacation Scheduling

- Develop Methods for vacation scheduling, including annual calendar and assigned vacation for use of excess days.
- Propose language for timely submission of absence forms

Article 17 – Leaves of Absence

- Clarification of notice requirements for absences without prior approval.
- Clarification of language pertaining to submission of absence forms

17.12 Unauthorized Absence

- Include additional language relating to job abandonment

17.13 Abuse/Misuse of Sick Leave

- Add language to complete this section of the contract

Article 20 – Employee and Dependent Benefits

20.1 Premium Costs

- Address employee contributions
- Address dependent coverage in HMO Plan



Coast Federation of Classified Employees

AFT Local 4794

A Union of Professionals

CFCE.org

June 24, 2009

RECEIVED

2009 JUN 25 PM 3:45

VICE CHANCELLOR
FOR HUMAN RESOURCES

Dr. Joseph Quarles
Vice Chancellor, Human Resources
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

RE: Sunshine Contract Articles – Successor Agreement

Dear Dr. Quarles,

The items to be “sunshined” at the July 15, 2009, Board of Trustees meeting by the Coast Federation of Classified Employees, for the reopening of the successor collective bargaining agreement, include but are not limited to the following provisions:

Article 2 – Federation Rights

- Flexibility in allotting released time for union business
- Insert agency fee provision

Article 4 - Safety

- Training for classified employees
- Delineate ergonomic standards
- Insert language regarding hazardous materials
- Clarify reporting procedure for health and safety dangers

Article 5 – Personal Computers Advisory Committee

- Combine with Article 4

Article 7 – Employee Status

- Open communication between Federation and District
- Revise probationary automatic extension
- Clarify cross references

Article 10 – Performance Appraisal

- Procedure for dealing with false information in appraisals
- Clarification of language
- Improve timeline for appraisal schedule

Article 11 – Vacancies, Transfers and Promotions

- Define job vacancy
- Include classified employees on hiring committees

CFCE Office at Orange Coast College
2701 Fairview Road, Costa Mesa, CA 92626
(714) 432-5179 Fax: (714) 432-5661



CFCE Office at Golden West College
15744 Golden West Street, Huntington Beach, CA 92647
(714) 892-7711 x5876

Attachment 2

- Clarification on job posting procedure
- Make Hiring Policy Committee language more definitive

Article 13 – Layoff Procedures & Reemployment Rights

- Include a provision for COBRA and stimulus money
- Extend the notice time for classified layoffs
- Clarify difference between appointment to 39 month list for layoffs and appointment to the list for other reasons

Article 15 – Vacation

- Clarify vacation scheduling
- Clarification and consistency in carryover of vacation

Article 19 – Salaries

- Expand out of class section to include assignment of duties

Article 25 – Nepotism

- Make the contract more consistent with Board Policy

Article 26 – Nondiscrimination, Equal Employment Opportunity, Harassment and ADA

- Expand language to include whistle blower protection
- Make language more definitive

Please contact me if you have any questions.

Respectfully submitted,



Ann Nicholson, President
Coast Federation of Classified Employees
AFT 4794

Cc Ding-Jo Currie, Acting Chancellor
Jim Moreno, Board of Trustees President
Christian Teeter, Secretary of the Board

**Mile Square Golf Course – Limited Partnership
DBA – Mile Square Golf Course
Tax ID #95-2574063**

#

**CATERING / MEETING SERVICES
AGREEMENT AND BANQUET POLICIES**

Event Date: May 7, 2010 Event Times: 9 am – 12 pm

Coastline EOPS

Room: AB

We sincerely look forward to hosting your event at Mile Square Golf Course. Please review, sign and date this Catering / Meeting Services Agreement and Golf Course Policies.

- 1. Guarantee, Deposits and Cancellation:** Patron shall, at least ten days prior to the day of your event by 12:00 noon, specify to the Catering Department, the exact number to be in attendance. This number shall constitute a guaranteed minimum and final payment will be due at that time. The guarantee may not be reduced after the ten-day deadline. Mile Square Golf Course will be prepared to undertake a five-percent overage in your guarantee. Any additional people who attend the event will be considered guests, and the client will be charged accordingly at the conclusion of the event.

In the event that the Catering Department does not receive a guaranteed attendance from the Patron as stated by conditions above, the Catering Department will consider the expected number of guests indicated in the copy of the Banquet Event Order, as the guarantee of the function and will charge accordingly.

A deposit in the amount of 500.00, (which amount represents the charge for space reserved) shall be paid by the Patron to Mile Square Golf Course at the time of signing this Agreement. In the event of cancellation, 50% of all monies received (including this deposit) will be refunded if a 60-day notice has been given. Any event cancelled less than 60 days from event date is non-refundable. Please note that this deposit directly applies to the final bill for the event and will be credited to the cost of the function.

In the event of a disaster, Mile Square Golf Course reserves the right to cancel any event if the facility is deemed not acceptable for human occupancy. If this occurs, all deposits will be refunded in full.

- 1a. Deposit:** Deposit will be \$500.00. A deposit for a room or function is not final until this Agreement has been signed and returned to the Catering Department with a deposit check. Please note that on holidays and in the month of December, a 50% deposit is required for all functions held.
- 1b. Room Rentals and Schedules:** The number of people anticipated assigns room. We reserve the right to change groups to a room suitable to the attendance, if the anticipated attendance drops or increases.
- 1c. Occupancy:** Client acknowledges that the optimum occupancy, without a dance floor, in Banquet Room A is 100 people, in Banquet Room B is 80 people and in Banquet Room C is 230 people. Should your function exceed the number of people held in each Banquet Room, an additional room, if available, will be connected to meet your capacity.
- 2. Minimum Attendance:** Mile Square Golf Course offers functions for groups under twenty-five (25) people; however due to the cost of labor for such groups, all evening functions will require a minimum food and beverages spending of \$1,000.00, unless previously authorized by the Catering Director. Extensive set-up may be subject to additional charge. Each of the rooms reserved at Mile Square Golf Course requires minimum spending for food and beverage. The minimum food and beverage requirement for your event is \$1,000.00

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3. **Taxes:** Addition to the charges set forth elsewhere in this Agreement, the Patron agrees to pay separately, any and all Federal, State, Municipal or other taxes imposed on or applicable to the event of this Agreement.
- 3a. **Service Charge:** There is a 19% service charge added to the total food and beverage charges. Please note that the service charge is taxable as required by law.
4. **Payment in Advance:** Payment in full for the entire contract price must be made in cash or certified bank check at the ten-day guarantee. Payments made between nine and seven days will require a 3% vendor service fee. If payment is not made, the golf course reserves the right to cancel the function and retain the entire deposit. In the event a balance remains due and unpaid at the conclusion of the function, payment is due at that time. Please arrange to meet with your Banquet Captain or Catering Manager at the conclusion of your function to settle your account. Unpaid balances are subject to an immediate late payment charge imposed at the rate of 1.5% per month (annual rate 18%), or the maximum allowed by law, of the unpaid balance, and reasonable cost of collection, including attorney fees. Please contact us immediately if you have any questions regarding this statement. Mile Square Golf Course also reserves the right to require a credit card authorization form along with final payment. If required, Mile Square Golf Course is only authorized to use the credit card if patron neglects to pay any unpaid balance at the conclusion of the event.

When Patron has chosen not to utilize a florist/decorator, the Catering Staff is not responsible for the storage, transfer or assembly of Patrons decorations and centerpieces. Patrons will need to make prior arrangements with friends and family for set-up and transfer of decorations, centerpieces and floral arrangements.

At the time of final count and final payment, Mile Square Golf Course may require that you submit a complete guest list to the catering office. If asked to do so, a typed list containing names and number of guests anticipated is required. In the event that the client neglects to provide Mile Square Golf Course with this list, the event is subject to cancellation.

One day prior, please bring in any small wedding favors, toasting glasses, cake knives, place cards, engagement photo, guest book, etc. to the Catering Department Office, clearly marked, to be locked up until your event date. Our banquet staff will be happy to put items out that day. The golf course will not take responsibility for items brought to any other area of the golf course.

5. **Price Increases:** Prices quoted reflect menu prices currently in effect at the time of event booking and may be used as an estimate. Patron agrees however, that such prices are subject to change and actual prices charged would be those menu prices in effect at the time the event takes place. Mile Square Golf Course guarantees that any price increase will not exceed five percent (5%) of menu price at the time of booking.
6. **Menu Preparation:** To insure that all details of your event are handled in a professional manner, we require that your menu selections and specific detailed needs be finalized no later than four (4) weeks prior to your function. At that point you will receive a copy of your Banquet Event Order upon which you may make any changes you may deem necessary. We then ask you to return a signed copy of the Banquet Event Order.
7. **Cash and Consumption Bar Charges:** There is a \$100.00 bartender charge for a bartender. The Catering Department offers 2 ways to set up your bar arrangements:
If a bar service is not ordered by the Patron, the restaurant bar will close at its usual time.

Host Bar: A minimum of \$250.00 in bar purchases is required to open a hosted bar. The current service charge and tax on the bar tab will be charged to the Patron's account. A \$100.00 bartender fee for a five (5) hour period applies.

Cash Bar (No Host): Cocktails, beer, wine and soft drinks will be charged at current prices. A bartender

Initial _____

fee will be charged as follows: \$100.00 for a five (5) hour period.

8. **Labor Charges:** On some specialty menus, additional service staff might be needed. While adequate service staff is always available for your event, additional service staff can be made available at the following rate:

*Chefs Carver: \$75.00

*Wait Staff: \$15.00 per hour

*Security Agents: Will be required for functions of 150 or more or if an event exceeds the 11:00 p.m. time frame. The Security Agent will be selected by Mile Square Golf Course with all costs billed to Patron.

If the Patron uses the Banquet Room for any time beyond the hours of the function set forth, the overtime costs will be applied at \$1,000.00 per hour.

Standard weekend event hours are as follows;

Daytime Events: 11:00 a.m. thru 3:00 p.m. Evening Events: 6:00 p.m. thru 11:00 p.m.

Please note that these are guidelines, all event hours must be approved by the Catering Department.

Should the client elect to change the date of their function after they have made their deposit, a \$500.00 fine will be charged.

It is the responsibility of the client to ensure that all vendors will arrive for event set-up no more than one (1) hour prior to the events start time and all vendors will vacate Mile Square Golf Course property within forty-five minutes (45) of the conclusion of the event. If additional time is required, please contact the catering office for approval and/or fees.

Each event held at Mile Square Golf Course is required to provide a \$500.00 "security/cleaning deposit". This deposit will be used by Mile Square Golf Course in the event that any damage, equipment theft, failure to follow the club policy regarding alcohol, carpet spotting, excessive mess left from party or excessive wear is done to any part of the golf course premises during any time such premises are under the control of the Patron's agents invitees, employees or independent contractors employed by the Patron. In the event that Mile Square Golf Course does not use the "security/cleaning deposit", the balance of the deposit will be refunded.

9. **Displays and Decorations:** All displays, signs, and/or decorations must be approved in advance by the Catering Manager prior to the start of your function. Any personal property of Patron, the Patron's guests or invitees brought on the premises of the golf course and left thereon, shall be at the sole risk of the Patron, and the golf course shall not be liable for any loss or damage to any such property for any reason. Also, please advise your Catering Manager of any outside vendors with unusual power requirements that many need extra power in our ballrooms. Room configurations, including placement of the dance floor is at the discretion of the Catering Department. While Mile Square Golf Course is pleased to offer a variety of linen colors, it is the sole responsibility of the client to advise Mile Square Golf Course of their color selection no later than 4 weeks prior to the event. Should client elect not to inform the catering department Mile Square Golf Course will use our house colors. Absolutely no nails, tacks, tape, confetti, glitter, birdseed, bubbles or rice shall be used inside the facility. Any use of any forbidden items listed above will result in complete loss of "security/cleaning deposit".
10. **Music and Entertainment:** Mile Square Golf Course does not require the use of any particular vendors, however all companies contracted by patron are subject to the approval of the Catering Department. Live music and bands are not allowed at Mile Square Golf Course unless previously approved by the Catering Department.
11. **Provision of Food and Beverage:** Neither Patron nor any of Patron's guests or invitees may bring food or beverage of any kind into the facility from off-premises without authorization from Mile Square Golf Course. The State of California regulates the sale, service and consumption of alcoholic beverages. The golf course is an alcoholic beverage licensee and is subject to regulations promulgated by the state. Violations of which may jeopardize the golf course license. Consequently, it is the golf course's policy

Initial _____

that alcoholic beverages may not be brought into the facility from outside sources. The golf course requires that only banquet servers and bartenders dispense beverages. Our alcoholic beverage license requires the golf course to request proper identification (photo I.D.) of any person of questionable age and may refuse alcoholic beverage service if the person is either underage or proper identification cannot be produced. Furthermore, it allows the golf course to refuse alcoholic beverage service to any person whom in the golf course' judgment appears intoxicated. The guaranteed count is considered the only guests who will attend the event. No guests are allowed other than those who are part of the guaranteed count. In the event a patron or their guest brings in alcohol without approval, the security deposit will result in complete loss.

Mile Square Golf Course advocates non-drinking and driving and requires all our Patrons and guests of Patrons to do the same. Patron shall conduct the function in an orderly manner in full compliance with applicable laws, regulations and golf course rules. The Patron assumes full responsibility for the conduct of all persons in attendance and any damage done to any part of the golf course premises during any time such premises are under the control of the Patron's agent's invitees, employees or independent contractors employed by the Patron. Conduct of each guest is the responsibility of the Patron and any children (17 or under) of guests or patron will be required to remain inside the designated rooms unless accompanied by a parent or legal guardian. **In the event that any minor (guest) is drinking alcoholic beverages during the event, the event will be immediately terminated by Mile Square Golf Course and the event will be considered finished.** In the event that there is any incident that is considered threatening to any employees or guests of the event, the event will also be considered finished.

12. **Indemnification:** Patron agrees to protect, indemnify, defend and hold harmless the golf course, the partners, and their employees, the County of Orange and agents, against all claims, losses or damages to persons or property. Government charges, fines and cost (including reasonable attorney's fees) arising out of or connected with the event, including but not limited to, the installation, removal, maintenance, occupancy, or use of the premises, or part thereof, by Patron, or any guest, invitee, or agent of Patron, or any independent contractor hired by Patron, except those claims arising out of the negligence or willful misconduct by Mile Square Golf Course
13. **Authority:** The undersigned officer of Patron represents that he or she has the authority to execute this Agreement of behalf of Patron.

Patrons Signature _____ Date _____

Catering Managers Signature _____ Date _____

CONTRACT MUST BE SIGNED AND RETURNED WITHIN TEN (10) DAYS OF DEPOSIT.

Initial _____

Proposed Purchase Order
Please Respond By

August 17, 2009 4:00pm.

DATE/TIME

610182

FILE NO.

COVER PAGE

Orange Coast College
Attn: Corine Doughty
2601 Fairview Road
Costa Mesa, CA 92601



COUNTY OF ORANGE
Registrar of Voters
Purchasing Department
1300 South Grand, Bldg. C
Santa Ana, CA 92705
(714) 567 - 7600

The Registrar of Voters/Purchasing Department is requesting your approval for a one time purchase order for a Communication Workshop.

All work to be done per the County of Orange Terms and Conditions and Vendor Quote dated June 16, 2009.

Price Not to Exceed: \$625.00

All questions shall be directed to Matthew Tran

Phone: 714-567-5043

Fax: 714-567-5035

E-mail: matthew.tran@rov.ocgov.com

I have read and understand and agree to the terms and conditions herewith and I am submitting a response and concurrence to this solicitation.

Date: _____ Company Name: _____

* Authorized Signature	Print Name	Title
* Authorized Signature	Print Name	Title

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

COUNTY OF ORANGE, a political subdivision of the State of California

Print Name _____ Title _____

Signature _____ Date _____

RETURN THIS SHEET WITH YOUR RESPONSE

General Terms and Conditions

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. **Entire Contract:** This Contract, when accepted by the Contract either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contract's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods or services have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contract expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contract's part to indemnify, defend and hold County and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contract shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contract warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, property right, or trade secret right of

any third party. Contract agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorneys fees, costs and expenses.

- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or subcontracted by Contract without the express written consent of County. Any attempt by Contract to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contract agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contract acknowledges that a violation of this provision shall subject Contract to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of contract, any misrepresentation or fraud on the part of the Contract. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.
- N. **Independent Contractor:** Contract shall be considered an independent Contractor and neither Contract, its employees, nor anyone working under Contract shall be considered an agent or an employee of County. Neither Contract, its employees nor anyone working under Contract shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contract shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contract shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contract under this Contract. Contract shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification and Insurance:**

Indemnification Provisions: Contract agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special

districts and agencies which County's Board of Supervisors acts as the governing Board ("County INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contract pursuant to this Contract. If judgment is entered against Contract and County by a court of competent jurisdiction because of the concurrent active negligence of County or County INDEMNITEES, Contract and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Insurance Provisions: Prior to the provisions of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All insurance policies required by this Contract shall declare any deductible or self-insured retention (SIR) in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. Contractor shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer: The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier).

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A-(Secure Best's Rating) and VIII (Financial Size Category).

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

This policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000 combined single limit per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

All liability insurance, required by this Contract shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.

The County of Orange shall be added as an additional insured on all insurance policies required by this Contract with respect to work done by the Contractor under the terms of this Contract (except Worker's Compensation/Employers' Liability and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this Contract shall be primary insurance, and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the Contractor's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate.

~~SHOULD ANY OF THE ABOVE DESCRIBED POLICES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

All insurance policies required by this Contract shall waive all rights to subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting in the scope of their appointment or employment.

The Commercial General Liability policy shall contain a severability of interest's clause.

The Contractor is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with the provisions of that code. The Contractor will comply with such provisions and shall furnish the County satisfactory evidence that the Contractor has secured, for the period of this Contract, statutory Workers' Compensation insurance and Employers' Liability insurance with minimum limits of \$1,000,000 per occurrence.

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above mentioned insurance requirements in place of commercial insurance certificates and endorsements.

- Q. Bills and Liens:** Contract shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contract shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contract shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contract shall make no changes in the work or perform any additional work without the County's specific written approval.

- S. **Change of Ownership:** Contract agrees that if there is a change or transfer in ownership of Contract's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contract's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contract shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contract gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contract avails himself of any available remedies.
- U. **Confidentiality:** Contract agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contract and Contract's staff, agents and employees.
- V. **Compliance with Laws:** Contract represents and warrants that services to be provided under this Contract shall fully comply, at Contract's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contract acknowledges that County is relying on Contract to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contract agrees that it shall defend, indemnify and hold County and County indemnittees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination):** Contract assumes full responsibility for all transportation scheduling, packaging, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods, in accordance with required specifications, or services, as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and/or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contract acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word "day" or "days" herein mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney Fees: In any action or proceeding to enforce or interpret any provisions of this Contract, or where any provisions hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

FF. Authority: The parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitute the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employment Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.



Partnership Agreement for Not-for-Credit Programs

This Agreement is entered by and between Coast Community College District (Orange Coast College, Extended Education), Costa Mesa, CA ("the College") and the Institute of Reading Development, 5 Commercial Boulevard, Novato, California ("the Institute") a corporation incorporated in the State of California. The Agreement will extend from the date of signing to January 31, 2010.

1. Programs

The Institute will teach a series of reading enrichment programs (see attachment A, "Basic Program Information") located at sites in Costa Mesa and Newport Beach to be mutually agreed upon by the Institute and the College ("Service Area") offered by the College during the fall of 2009 (the "Programs"). The Institute will provide and pay for all materials and instruction for the Programs.

2. Teaching Sites

Teaching sites for the programs will be located in public schools or other facilities deemed appropriate by the Institute and the College; the College retains authority to reject or approve instructional sites. The Institute will arrange for use of off-campus teaching sites, and provide a Certificate of Liability Insurance (see section 10, Insurance), naming each teaching site as an additional insured, as needed. The Institute will be responsible for all facility costs at off-campus teaching sites. The College will provide on-campus facilities.

3. Program Promotion

The Institute will execute and pay for printing and mailing promotional letters to students and residents in the Program Service Area. The College will provide its logo for use in the Program promotional letter. All content and format of promotional materials are to be approved by the College prior to public release. The College retains the right to review/approve/reject all materials used in association with its name or logo.

4. Scholarships

The Institute shall promote and subsidize a scholarship program designed to reach students who do not have the financial resources to participate in the program. The tuition charged to these students will not exceed \$99.00. Faculty or staff at the College may enroll immediate family members for a discounted tuition. The Institute shall submit a summary of subsidized enrollments (scholarship and faculty or staff enrollments) to the College at the end of the session.

5. Registration

The Institute will provide registration services for all Programs offered through the College in its service area. The Institute will adhere to the College's registration and refund policies, and final determination of partial and full refunds shall be made by the College.

6. Tuition, Materials Fees, and Fee Split

The tuition is \$289.00 per person for program levels 1 - 7, and \$229.00 per person for program level R. The fee split will be 88/12, with 88% of the gross tuition income retained by the Institute. The Institute shall charge a materials fee which shall be retained by the Institute. Within 90 days of the completion of the fall session, the Institute will conduct a program audit, and remit 12% of the gross tuition revenues to the College. Subsidized students (scholarship and faculty or staff enrollments as described in section 4) will not be part of the fee split calculations.

7. Program Administration

The Institute will notify the College in advance of any changes of publicized dates, times, or location of the programs, and the Institute will be responsible for sending notice of these changes or cancellations to registered participants. The Institute will provide the College with copies of all participant class rosters. Program evaluation forms will be distributed in class and submitted to the College at the conclusion of each series of programs.

8. Quality Control

The College may appoint representatives to provide oversight of all aspects of Program implementation.

9. Compliance

The parties agree that each shall be separately responsible for compliance with all state and federal laws, including rules, equal employment opportunity, immigration, and nondiscrimination laws which may be applicable to their respective activities under their agreement. The Institute will secure a criminal record background check for each instructor.

10. Insurance

The Institute warrants that it maintains an appropriate policy of general liability insurance covering the services performed under this agreement. Coverage will be provided until all obligations under this contract are satisfied.

Institute shall provide a Certificate of Liability Insurance (for \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$9,000,000 gross liability), naming the College or any off-campus teaching site as an additional insured, upon written request from the College or from any off-campus facility lessor.

11. Indemnification

Each party shall be responsible for the consequences of any act or failure to act on the part of itself, its employees and agents. Accordingly, each party shall be held responsible for its own sole negligence, and each party shall indemnify and hold the other parties harmless from any loss which results therefrom. No party hereto shall assume any responsibility to any other party for the consequences of any act or failure to act of any person, firm or corporation not a party to the Agreement.

12. Dispute Resolution

In the event that a dispute occurs between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

13. Institute's Status

The Institute acknowledges that its instructors for this Agreement are not employed by the College, and thus are not eligible for, nor covered by, any of the College employee benefits, workers' compensation, or employer contributions to Social Security or unemployment insurance.

14. Effective Date and Termination

This agreement shall become effective upon the date of signing and shall remain in effect until January 31, 2010 unless sooner terminated by either party in accordance with this section. Either party may terminate this Agreement without cause by giving ninety (90) days prior written notice to the other party of its intention to terminate. In the event that classes are in session, any written notice to terminate with or without cause shall become effective when the classes end. Notwithstanding the foregoing, in the event the Program is discontinued by College during its Term, this Agreement shall immediately terminate without further action by the parties hereto.

The Institute acknowledges that it has no authority to bind the College to any contracts or legal obligations.

By signing below the parties agree to the terms set forth above.

Institute of Reading Development

**for and on behalf of
Orange Coast College**

By: 

By: _____

Name: David Soloway

Name: _____

Title: Chief Executive Officer

Title: _____

Extended Education

Date: 08/03/09

Date: _____

Attachment A

Basic Program Information (Fall 2009)

Level	Grade Levels	Hours of Class	Max. # of students	Parent Participation	Homework	Program Goals	Tuition*
R	4-year-olds and students entering kindergarten in the fall of 2008	1 ¹ / ₄ hours once a week for 5 weeks	16	Parent attends all sessions	20-30 min. 4 x each week (with parent)	Reading Readiness Alphabet Skills Love of Reading Guidance for Parents	\$229 Materials Fee: \$29
1	Students entering 1st grade in the fall of 2008	2 hours once a week for 5 weeks	18	Parents encouraged to attend 2 or more full classes. 10-15 minute parent meeting at end of each week's class.	30-45 min. 4x each week (some parental assistance)	Phonics Sight Words Comprehension Love of Reading Guidance for Parents	\$289 Materials Fee: \$34
2	Students entering 2nd grade in the fall of 2008	2 hours once a week for 5 weeks	18	Parents encouraged to attend 2 or more full classes. 10-15 minute parent meeting at end of each week's class.	30-45 min. 4x each week (some parental assistance)	Phonics Word Attack Comprehension Love of Reading Guidance for Parents	\$289 Materials Fee: \$34
3	Students entering 3rd grade in the fall of 2008	2 hours once a week for 5 weeks	20	Parents are welcome to attend any session. 10-15 minute parent meeting at end of each class.	45 min. 4x each week (some parental assistance)	Fluent Reading Long-Word Decoding Comprehension Love of Reading Guidance for Parents	\$289 Materials Fee: \$34
4	Students entering 4th or 5th grade in the fall of 2008	2 ¹ / ₄ hours once a week for 5 weeks	22	Parents are welcome to attend any session. 10-15 minute parent meeting at end of each class.	45 min. - 1 hr 4x each week (parental supervision only)	Fluent Reading Long-Word Decoding Comprehension Love of Reading Guidance for Parents	\$289 Materials Fee: \$34
5	Students entering 6th to 8th grade in the fall of 2008	2 ¹ / ₂ hours once a week for 5 weeks	28	Parents are welcome to attend the last 15 minutes of any session. Required 15-minute parent meeting at end of Lessons 1 & 5.	1 hr 4x each week (parental supervision only)	Comprehension Optimizing Reading Rate Vocabulary Study Skills Love of Reading	\$289 Materials Fee: \$34
6	Students entering 9th to 11th grade in the fall of 2008	2 ¹ / ₂ hours once a week for 5 weeks	30	Parents are welcome to attend the last 15 minutes of any session. Required 15-minute parent meeting at end of Lesson 1 & 5.	1 hr 4x each week (parental supervision only)	Comprehension Optimizing Reading Rate Vocabulary Study Skills Love of Reading	\$289 Materials Fee: \$34
7	students entering 12th grade in the fall of 2008 and adults	2 ¹ / ₂ hours once a week for 5 weeks	38	Not Applicable	1 hr 4x each week	Comprehension Optimizing Reading Rate Vocabulary Study Skills Love of Reading	\$289 Materials Fee: \$23

Scholarship tuition \$99 Faculty or Staff Discounted Tuition \$239

* Each student will receive materials for use in the classroom and at home: 1. Phonics Workbook and CDs (Programs R, 1, 2), Long Word Decoding Workbook (Programs 3-4) or Vocabulary Workbook (Programs 5-7) 2. Program Guide and Reading Development Booklist (with Parent Guide DVD for Programs R-4 only) and 3. Books for at-home reading practice (Programs 1-6 only). The Program Guide provides parents with extensive guidance on how best to facilitate their child's participation in the program and how to continue with the use of the materials after the program is over.

CHANGE ORDER

Distribution to:**BOARD:****FACILITIES DIRECTOR:****CONTRACTOR:****CONSTRUCTION MANAGER:****INSPECTOR:****CAMPUS REPRESENTATIVE:****Trustees****Ardith Richey****Painting & Decor****Dave Cant****UCMI****Kevin McElroy**

PROJECT: Coastline Community College
College Center Exterior Panels
Fountain Valley, CA

CHANGE ORDER NUMBER: 1
NOTICE TO PROCEED:

CONTRACTOR:

CCCD BID NO: 1967

Painting & Décor LTD
PO Box 5926, Orange, CA 92863

This change order represents a 2% increase to original contract amount.

Original Contract Sum:	\$108,500
Net Changes of Previous Change Orders	<u>\$-0-</u>
Contract Sum Prior to this Change Order:	\$108,500

Change Order Increase:	<u>\$8,900</u>
New Contract Sum:	\$117,400
Extension of Time:	No Change

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.

PAINTING & DÉCOR LTD

COAST COMMUNITY COLLEGE DISTRICT

By: _____

By: Jim Moreno, Board President

Date: _____

Date: _____



MEMORANDUM

Date: September 2, 2009

To: Honorable Board of Trustees and Dr. Ding-Jo Currie, Interim Chancellor

From: C.M. Brahmbhatt

Re: Fourth Quarterly Report Ending June 30, 2009

The Fourth Quarterly Report is attached for your review with the following notations:

- Actual income is approximately the same as last year due to increased state revenues from growth, and decreased revenues due to the statewide deficit.
- Actual expenses are slightly lower than last year. Increases for salaries and benefits are offset by reductions in transfers for one-time expenditures.
- The available reserve for contingency is \$16,750,000.

The Annual CCFS-320 reports FTEs of 37,299 for 2008/2009, which reflects an increase of 4.7%. This does not include any FTEs for summer 2009. Funding was only provided for 1.14% growth in FTEs.

If I can provide additional information, please let me know.

CMB/ms

Attachments



2
1

CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
CERTIFY QUARTERLY DATA

CHANGE THE PERIOD

Fiscal Year: 2008-2009

Quarter Ended: (Q4) Jun 30, 2009


District: (830) COAST

Your Quarterly Data is ready for certification.
Please complete the fields below and click on the 'Certify This Quarter' button

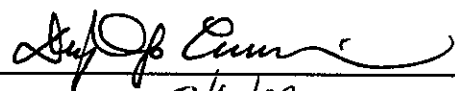
Chief Business Officer

CBO Name: C.M. Brahmabhatt

CBO Phone: Use format 999-555-1212
714-438-4611

CBO Signature: 
Date Signed: 8/6/09

Chief Executive Officer Name: Ding-Jo Currie

CEO Signature: 
Date Signed: 8/6/09

Electronic Cert Date:

District Contact Person

Name: Cheryl Blocker

Title: District Accounting Manager

Telephone: Use format 999-555-1212
714-438-4658

Fax: Use format 999-555-1212
714-438-4874

E-Mail: cblocker@mail.cccd.edu

Certify This Quarter

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 atalig@cccco.edu or Glen Campora (916)323-6899 gcampora@cccco.edu

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CALIFORNIA COMMUNITY COLLEGES
CHANCELLOR'S OFFICE

Quarterly Financial Status Report, CCFS-311Q
ENTER OR EDIT CURRENT DATA

Record Updated

CHANGE THE PERIOD 

Fiscal Year: 2008-2009

Quarter Ended: (Q4) Jun 30, 2009

District: (830) COAST

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Projected Actuals as of June 30 (Col. 4)
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance: Closed for edits after Aug 14, 2009					
A.	Revenues:				
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	193,465,919	193,507,693	190,567,016	190,567,016
A.2	Other Financing Sources (Object 8900)	0	0	3,074	3,074
A.3	Total Unrestricted Revenue (A.1 + A.2)	193,465,919	193,507,693	190,570,090	190,570,090
B.	Expenditures:				
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	193,968,541	194,278,907	190,989,256	190,989,256
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	2,003,359	2,021,399	2,020,556	2,020,556
B.3	Total Unrestricted Expenditures (B.1 + B.2)	195,971,900	196,300,306	193,009,812	193,009,812
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-2,505,981	-2,792,613	-2,439,722	-2,439,722
D.	Fund Balance, Beginning	23,601,080	23,601,080	23,601,080	23,601,080
D.1	Prior Year Adjustments + (-)	0	0	-64,570	-64,570
D.2	Adjusted Fund Balance, Beginning (D + D.1)	23,601,080	23,601,080	23,536,510	23,536,510
E.	Fund Balance, Ending (C. + D.2)	21,095,099	20,808,467	21,096,788	21,096,788
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	10.8%	10.6%	10.9%	10.9%

SAVE EDITS »»

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)				37,299
-----	---	--	--	--	--------

Amount as of
specified

Quarter Ended

III. Total General Fund Cash Balance (Unrestricted and Restricted)

H.1	Cash, excluding borrowed funds	31,675,672
H.2	Cash, borrowed funds only	0
H.3	Total Cash (H.1+ H.2)	31,675,672

IV. Has the district settled any employee contracts during this quarter? ☐ Yes ☒ No

If yes, complete the following: (If multi-year settlement, provide information for all years covered.)

Contract Period Settled (Specify) YYYY-YY	Management		Academic				Classified	
			Permanent		Temporary			
	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *	Total Cost Increase	% *
a. SALARIES:								
Year 1:								
Year 2:								
Year 3:								
b. BENEFITS:								
Year 1:								
Year 2:								
Year 3:								

* As specified in Collective Bargaining Agreement or other Employment Contract

SAVE EDITS »

c. Provide an explanation on how the district intends to fund the salary and benefit increases, and also identify the revenue source/object code.

2000 Characters Remaining

V. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)?

☐ Yes ☒ No

If yes, list events and their financial ramifications. (Enter explanation below, include additional pages if needed.)

2000 Characters Remaining

VI. Does the district have significant fiscal problems that must be addressed?

This year?	<input type="radio"/> Yes	<input checked="" type="radio"/> No
Next year?	<input checked="" type="radio"/> Yes	<input type="radio"/> No

If yes, what are the problems and what actions will be taken? (Enter explanation below, include additional pages if needed.)

For 2009-10 district is expecting \$11.8 million shortfall to balance budget due to reduction in state revenue and additional expenses. District is using \$5.8 million from reserve and making \$6.0 million reduction in on-going expenses through hiring slowdown, reducing operating cost and reducing retirees health benefits contribution from 3% to 2% of contract salary.

1632 Characters Remaining

«« EXIT WITHOUT SAVING

SAVE EDITS »»

California Community Colleges, Chancellor's Office
1102 Q Street Sacramento, California 95814-6511

Send questions to:
Christine Atalig (916)327-5772 atalig@ccccc.edu or Glen Campora (916)323-6899 gcampora@ccccc.edu
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Coast Community College District Financial Status Report

Fourth Quarterly Report Fiscal Year 2008/2009

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9110	CASH IN COUNTY TREASURY	27,485,700	807,224	28,292,924
9120	CASH IN BANKS	1,676,586	619,342	2,295,928
9125	CASH COLLECTN AWAITG DEPOSIT	2,711,999	-1,838,140	873,859
9130	REVOLVING CASH FUND	264,979	-52,018	212,961
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	12,698,675	6,172,777	18,871,452
9170	DUE FROM OTHER FUNDS	1,120,185	2,923,875	4,044,061
9220	PREPAID EXPENSES	14,549	210,156	224,705
9230	PREPAID EXPENSE/MID-MONTH	0	0	0
Total Assets		45,972,752	8,843,215	54,815,967

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9510	ACCOUNTS PAYABLE	2,855,816	-1,183,408	1,672,408
9511	MISC ACCRUALS YR-END	5,680,957	1,010,596	6,691,554
9512	DEPOSIT REFUNDABLE	99	0	99
9514	ACCRUED PAYROLL PAYABLES	544,293	-310,346	233,947
9519	ACCTS PAYABLE ACCRUALS	389,080	-102,833	286,247
9520	DUE TO OTHER FUNDS	4,197,853	10,545,459	14,743,312
9540	DEFERRED INCOME	7,900,848	1,392,154	9,293,002
9541	CAPITAL LEASES	3,523	-3,523	0
9550	SUMMER PAY WITHHELD	51,138	3,865	55,003
9552	CALIF USE TAX PAYABLE	6,608	-4,456	2,152
9554	BACKUP WITHHOLDING	0	0	0
9555	CA NON-RESIDENT W/H PAYABLE	0	0	0
9571	ACCRUED VACATION	741,457	0	741,457
Total Liabilities		22,371,672	11,347,507	33,719,180

<u>Object</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Year-to-Date Transactions</u>	<u>Ending Balance</u>
9711	NON-DESIGNATED FUND BALANCE	28,794,304	-5,193,224	23,601,080
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	-4	4	0
9714	ACCOUNTS PAYABLE ADJUSTMENTS	0	0	0
		<u>28,794,300</u>	<u>-5,193,220</u>	<u>23,601,080</u>

	Fund Balance as of June 30, 2009		23,601,080
	Plus Total Revenues		218,855,616
	Less Total Expenditures		221,359,908
9910	Plus Suspense Clearing		0
9918	Less Suspense A Payroll		0
9919	Less Suspense B Payroll		0
	Fund Balance as of June 30, 2009		<u>21,096,788</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,290,680	866,991
8130	WORKFORCE INVESTMENT ACT	6,204,679	5,056,227
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	136,677	136,677
8170	VOC&APPLIED TECH EDUCATION ACT	2,171,564	2,164,604
8199	OTHER FEDERAL REVENUE	227,426	134,595
Sub Total	8100 FEDERAL REVENUE	10,031,026	8,359,093
8612	STATE GENERAL APPORTIONMENT	73,900,000	72,274,999
8619	OTHER GENERAL APPORTIONMENTS	1,707,519	1,768,221
8622	EXTENDED OPPORTUNITY PROG &SVS	3,430,078	3,401,914
8623	DISABLED STUDENTS PROGRAMS&SVS	2,870,577	2,870,577
8624	CALWORKS	818,031	803,977
8625	TELE TECH INFRASTRUCTURE PROG TTIP	251,080	134,560
8629	OTHER CATEGORICAL APPORTIONMT	10,580,961	7,615,837
8651	COMM COLL CONSTRUCTION ACT	0	0
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	0
8654	MIDDLE COLLEGE	121,846	121,846
8659	OTHER CATEGORICAL PROGRAMS	955,079	689,967
8672	HOMEOWNERS PROPERTY TAX RELIEF	500,000	719,384
8673	TIMBER YIELD TAX	0	19
8681	STATE LOTTERY PROCEEDS	5,214,092	4,759,381
8682	STATE MANDATED COSTS	0	0
Sub Total	8600 STATE REVENUE	100,349,519	95,160,682
8811	DISTRICT TAXES - SECURED ROLL	75,500,000	77,295,485
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	3,500,000	1,888,620
8813	DISTRICT TAXES-UNSECURED ROLL	3,500,000	3,243,356
8816	DISTRICT TAXES-PRIOR YEAR	2,000,000	4,209,882
8817	EDU REVENUE AUGUMENTATION FUND	2,000,000	946,171
8818		0	428,540
8831	CONTRACT INSTRUCTION	1,509,300	60,240
8840	SALES	100,500	100,000
8850	RENTALS	1,464,500	1,704,248
8861	INTEREST & INVESTMENT INCOME	1,250,000	835,700

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8871	CHILD DEVELOPMENT SERVICES	492,000	482,010
8874	ENROLLMENT FEES	11,500,000	11,059,074
8876	HEALTH FEES	1,848,750	1,303,897
8877	INSTRUCT MATERIAL FEES	755,606	660,788
8879	STUDENT RECORDS	210,000	256,695
8880	NON RESIDENT TUITION	6,380,000	7,272,992
8881	PARKING FEES	1,733,881	1,643,214
8889	OTHER STUDENT FEES	46,500	84,403
8892	TELECOURSE REVENUE	2,009,100	-250,000
8893	PARKING FINES	426,000	459,138
8895	LEGAL JUDGMENTS AND SETTLEMENTS	0	165,000
8899	OTHER LOCAL INCOME	1,364,774	1,483,315
Sub Total	8800 LOCAL REVENUE	117,590,911	115,332,766
8912	SURPLUS PROPERTY SALES	0	3,074
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
Sub Total	8900 OTHER FINANCING SOURCES	0	3,074
	TOTAL REVENUE	227,971,456	218,855,616

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	38,868,447	37,874,048
1200	NON-INSTRUCTNL REG CONTRACT	16,068,994	16,151,841
1300	INSTRUCTORS HOURLY	20,817,459	26,101,097
1400	NON-INSTRUCTNL HOURLY	3,689,506	3,120,047
Sub Total	1000 CERTIFICATED SALARIES	79,444,406	83,247,033
2100	NON-INSTR CLASSIF REG CONTRACT	45,997,429	43,837,867
2200	INSTR CLASSIF REG CONTRACT	3,898,681	3,946,826
2300	NON-INSTRUCTIONAL, HOURLY	7,183,081	7,075,825
2400	INSTRUCTIONAL HOURLY	1,541,204	1,622,241
Sub Total	2000 CLASSIFIED SALARIES	58,620,395	56,482,759
3000	EMPLOYEE BENEFITS	2,312,567	78,531
3100	STRS-STATE TEACHERS RETIREMENT	4,247,389	5,907,821
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,181,575	5,122,665
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,844,708	5,166,133
3400	HEALTH & WELFARE BENEFITS	20,368,290	20,466,418
3500	STATE UNEMPLOYMENT INS	322,696	409,709
3600	WORKERS COMPENSATION INS	1,853,458	2,365,427
3700	LOCAL RETIREMENT SYSTEM .	8,650,000	8,631,148
3900	OTHER BENEFITS		16,942
Sub Total	3000 STAFF BENEFITS	47,780,683	48,164,793

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
4200	OTHER BOOKS	71,974	54,304
4300	INSTRUCTINL SUPPLIES	5,584,166	3,822,942
4400	MEDIA SUPPLIES	25,773	8,432
4600	FUEL, OIL & REPAIR PARTS	497,076	403,669
4900	OTHER SUPPLIES	0	0
Sub Total	4000 BOOKS, SUPPLIES & MATERIALS	6,178,989	4,289,347
5000	INDIRECT EXPENSE CHARGEBACK	400,930	33,270
5100	PERSONAL AND CONSULTANT SERVICES	1,496,803	959,996
5200	TRAVEL AND CONFERENCES	915,592	573,202
5300	DUES AND MEMBERSHIP	338,805	255,961
5400	INSURANCE	1,422,129	1,190,445
5500	UTILITIES	5,339,660	5,889,197
5600	RENT, LEASES AND REPAIRS	7,857,622	6,099,136
5700	LEGAL, ELECTION AND AUDIT EXPENSES	2,440,882	2,314,510
5800	OTHER OPERATING EXPENSES AND SERVICES	7,978,816	5,343,667
5900	OTHER	2,252,026	0
Sub Total	5000 CONTRACT SERVICES, OPERATING EXPENSES	30,443,265	22,659,384
6100	SITE IMPROVEMENTS	34,535	55,899
6200	BUILDING IMPROVEMENTS	209,223	113
6300	BOOKS (NEW)	105,563	103,316
6400	EQUIPMENT AND LEASE PURCHASE	3,719,783	2,185,750
Sub Total	6000 CAPITAL OUTLAY	4,069,104	2,345,078
7300	INTERFUND TRANSFER OUT	1,998,212	1,944,010
7500	STUDENT FINANCIAL AID	156,762	150,116
7600	OTHER PAYMENTS TO OR FOR STUDENTS	2,116,935	2,012,818
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	20,808,467	64,570
Sub Total	7000 OTHER OUTGO & RESERVES	25,080,376	4,171,514
	TOTAL EXPENDITURES	251,617,218	221,359,908

Coast Community College District

Fourth Quarterly Report

2008-2009

All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets	54,815,968	352,117	102,394,401	6,482,118	39,949,639	3,617,501	207,611,744
Due To System Posting	0	0	0	0	0	0	0
Liabilities	33,719,180	352,115	3,145,551	806,619	3,140,553	3,617,501	44,781,519
Due To/From System Posting	0	0	0	0	0	0	0
Fund Balance	<u>21,096,788</u>	<u>2</u>	<u>99,248,850</u>	<u>5,675,499</u>	<u>36,809,087</u>	<u>0</u>	<u>162,830,226</u>
 Beginning Balance	 23,601,080	 1	 138,999,371	 5,705,790	 35,057,689	 0	 203,363,931
Income							
Adopted Budget	224,362,362	1,197,973	3,000,000	2,900,478	39,540,000	11,685,134	282,685,947
Actual	218,855,616	1,409,535	2,597,726	3,545,647	35,406,975	15,078,809	276,894,308
%	97.55%	117.66%	86.59%	122.24%	89.55%	129.04%	
Expenses							
Adopted Budget	247,963,442	1,197,973	141,999,371	8,606,268	74,597,689	11,685,134	486,049,877
Actual	221,359,908	1,409,533	42,348,248	3,575,938	33,655,577	15,078,809	317,428,013
%	89.27%	117.66%	29.82%	41.55%	45.12%	129.04%	
Suspense Clearing	0	0	0	0	0	0	0
Accrual Adjustments	0	0	0	0	0	0	0
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	<u>21,096,788</u>	<u>2</u>	<u>99,248,850</u>	<u>5,675,499</u>	<u>36,809,087</u>	<u>0</u>	<u>162,830,226</u>





SOUTHERN CALIFORNIA
EDISON

An EDISON INTERNATIONAL[®] Company

Robert Brunn
Statewide Partnerships
Southern California Edison

6042 N. Irwindale Ave, Suite A
Irwindale, CA 91702
626-633-4289
Robert.f.brunn@sce.com

August 14, 2009

Anthony Maciel
Golden West College
15744 Golden West Street
Huntington Beach, CA 92647

Dear Anthony Maciel:

On behalf of the 2009 Bridge Period California Community College Partnership Program, Southern California Edison is pleased to inform you that the proposed retrofit project at the Golden West College campus has been approved for funding. The incentive for this program is funded by the California Public Utilities Commission ("CPUC") from Public Goods Charge (PGC) funds.

Enclosed is The California Community Colleges Energy Efficiency Partnership Program 2009 Bridge Period Project Agreement, for the referenced measure(s) at the campus.

Thank you very much for participating in this program. We look forward to working with you toward the successful development of the Project.

Sincerely,

Robert Brunn
Statewide CCC/IOU Partnership

California Community Colleges Energy Efficiency Partnership Program

2009 Bridge Period PROJECT AGREEMENT

District Information

Coast Community College District

DISTRICT NAME

15744 Goldenwest Street

ADDRESS

Anthony Maciel

CONTACT NAME

714.895.8983

PHONE NO.

FAX NO.

0

FEDERAL TAX ID NUMBER

For Program Administration use only

AGREEMENT NUMBER

13

Huntington Beach, CA

CITY/STATE

Director, Technology Support Services

TITLE

amaciel@gwc.cccd.edu

E-MAIL

TAX STATUS: ☐ Corp. ☐ Non-Corp. ☒ Exempt

College

EXEMPT REASON

Project Information

Server Virtualization

PROJECT NAME

Golden West College

CAMPUS

15744 Goldenwest Street

ADDRESS

Huntington Beach, CA

CITY/STATE

92647

ZIP CODE

Community College

0

0

8222

9/30/2009

BUILDING TYPE

GROSS SQ. FT.

CONDITIONED SQ. FT.

FACILITY SIC

EST. COMPLETION DATE

Southern California Edison

None-Electric Only

ELECTRIC UTILITY

GAS UTILITY

Proposed Energy Savings, Demand Reduction, and Incentive Estimate

UPN #	Description	Estimated Completion Date	Estimated Project Cost	Qty	kW	kWh	Therms	\$ Amount
PCCC-09-000034	Server Virtualization - Direct Savings	9/30/09	\$ 83,900.00	N/A	12.1	120,487	-	\$ 28,916.88
TOTALS			\$ 83,900.00	0	12.1	120,487	-	\$ 28,916.88

X

SCE Reviewer/Authorized Signature

8/12/09

Date

Estimated Incentive:

\$28,916.88

TERMS AND CONDITIONS:

This Agreement is entered into by Southern California Edison (hereafter referred to as "SCE") and the Coast Community College District (as indicated herein and hereafter referred to as "District"). This Agreement is a one-time offer to provide a financial incentive to the District for participation in the 2009 Bridge Period California Community Colleges Energy Efficiency Partnership Program ("Program") pursuant to the terms and conditions contained herein and in the Program documents, which are incorporated into this Agreement by reference and shall include the 1) Form 2-Project Funding Proposal, 2) SPC Procedures Manual (latest version) and 3) Retrocommissioning/Monitoring-Based Commissioning (RCx/MBCx) Guidelines, which have been provided to the District. Funding for this Program is limited and was allocated on a first-come, first-served basis to qualified applicants, as approved by the Program's Management Team. The District shall not commence the Project until the complete execution of this Agreement. SCE will deliver an executed copy of this Agreement to the District after acceptance and execution by SCE. SCE reserves the right to modify or cancel the incentive offer provided herein, if the actual system(s) installed differs from the approved Project installation. SCE reserves the right to modify or discontinue this Program without prior notice at its discretion, or by order of the CPUC. Payment of the incentives shall be made to the District only after all program requirements are met. Final incentive payment shall be made to the District upon verification of installation by a Program Representative.

Incentive Calculation: 24 cents/ gross kWh. For PC network software projects, SPC/Express rates will be used.

Incentive Cap:

The following incentive caps apply:

Measure Type	Incentive Cap
Lighting	50% of project cost
Motors/VFDs/Compressors/Others	80% of project cost
HVAC	80% of project cost
Partnership New Construction	Per SBD Policy

A project is defined as a measure or group of measures with the same measure type, as categorized above, consistent with the Memorandum of Understanding.

As a special case, PC network software measures will be handled as standalone projects, not bundled with any other measures. SPC/Express rates will be applied to PC network software projects.

Project Completion: Projects shall be completed and verified by Program Representative by **no later than three months after the effective date of a final decision by the Commission on the 09-11 Applications, or by December 31, 2009, whichever occurs first.**

ELIGIBILITY:

To be eligible for incentives under the Program, the District's project proposed herein must be located on a California Community College, and be a facility retrofit, monitoring-based commissioning (MBCx) or new construction project located within SCE's service territory.

District must install the energy-efficient equipment or system(s) specified in the attached Form 2 which at minimum exceeds the program baseline energy use or a generally-accepted industry standard for energy efficiency.

Installation of any energy-efficient equipment required for compliance with Title 24 will not qualify for incentives under this Program.

Energy savings, and incentives based on those savings, will be based on energy efficiency improvements beyond the minimum, currently in effect, Title 24 requirements, where applicable.

Specific restrictions apply to each energy efficiency system, as outlined in the Program Documents.

To be eligible for incentives under this Program, District agrees that they will not apply for or receive incentives offered by local or state entities or other utilities for measures covered under this Agreement.

DISTRICT AGREES TO:

Install and operate the proposed Project in accordance with applicable laws, safety standards, and existing governmental regulations or orders.

For PC Network Software:

Software must be installed that automatically controls the power settings of networked personal computers (PC) at the server level. The software must be capable of measuring and managing power consumption for each individual PC, and reporting energy savings results. This measure should be used as part of a system-wide best practices for energy efficiency.

Provide SCE with documentation needed to establish the performance of systems selected. District agrees to provide SCE with all documentation necessary for verification of installation and performance of energy efficient systems qualifying for incentives. District agrees that all Project expenditures and incentives claimed by District shall be objectively reasonable.

Provide manufacturer's specification sheets to SCE prior to the final payment of the incentive. Also, upon request, District agrees to submit vendor and/or contractor invoice(s) to verify that incentive payments will not exceed 50 percent for lighting projects and 80 percent for all others of the total or incremental cost (whichever is applicable) associated with the purchase/installation of the energy efficient technologies.

Accept as final authority, SCE's determination of the incentive amount.

Allow SCE and California Public Utilities Commission ("CPUC") representatives' reasonable access to District's project site to inspect and verify installation and operation. District understands that said inspection and verification is not a safety inspection.

Participate in measurement and evaluation study, if selected. These studies are used to analyze current program performance and improve future program designs. District agrees to fully cooperate with the study team if asked to participate.

District shall indemnify, defend, and hold harmless SCE, its affiliates, subsidiaries, parent company, officers, directors, agents, and employees from and against all claims, losses, damages, costs, expenses, and liability arising from 1) injury to persons or property, 2) death, 3) violation of any law or regulation (including those that establish strict liability); so long as such injury, violation, or strict liability is caused by or in any way connected with District's performance of this Agreement. District shall, at SCE request, provide a defense against any claim covered by this indemnity.

In no instance shall SCE be liable for any incidental, special, or consequential damages as a result of this Agreement.

Furthermore, District understands that SCE makes no representations and warranties as to proper installation, product endorsement, technical

Furthermore, District understands that SCE makes no representations and warranties as to proper installation, product endorsement, technical feasibility, operational capability, and/or reliability of equipment for which incentives are paid. District agrees not to make any such representations and warranties to third parties and agrees to indemnify SCE in the event said representation and warranties are made to third parties. District further acknowledges that any incentive paid is funded through Public Goods Charge and/or Gas Surcharge funds from California ratepayers and that said incentives are intended for the benefit of customers of California utilities.

District consents to SCE's assignment of all its rights, duties, and obligations under this Agreement ("Duties") to the CPUC or its designee, if requested. Such assignment shall relieve SCE of all Duties arising under this Agreement. Other than such assignment by SCE, neither Party shall assign its right or delegate its duties without the prior written consent of the other Party, except in connection with the sale or merger of a substantial portion of its properties. Consent to assignment shall not be unreasonably withheld. If an assignment is requested, the District may be required to provide additional information if requested by SCE.

District agrees that SCE will receive the energy benefit for which the District incentive is paid, for a period of not less than five years or the rated life of the equipment if that is less than five years. District agrees that if 1) District does not provide SCE with 100 percent of the related benefits specified in the application, for a period of five years from the receipt of the incentive, or 2) the energy benefit to Utility ceases (for example, if District's company stops using the equipment or no longer pays the Public Goods Charge and/or Gas Surcharge, as the case may be. District will return to SCE the prorated portion of the District Incentive dollars based on the actual period of time for which District provided the energy benefit.

Reporting Requirements. The District shall comply with any request by SCE to ensure compliance with all necessary reporting requirements. In addition, the District shall be responsible for providing all information necessary for SCE to adhere to the reporting requirements set forth by the CPUC. SCE reserves the right to request additional information from the District at any time to facilitate the SCE's reporting requirements.

In the event that any ruling, decision or other action by the CPUC adversely impacts the Project, as determined at the sole discretion of the SCE, the SCE shall have the right to terminate this Agreement by providing at least ten (10) days' prior written notice to the District setting forth the effective date of such termination.

TAX LIABILITY:

Incentives may be taxable and will be reported by SCE to the IRS unless District qualifies under an exempt status. SCE will report the incentive as income to District on IRS Form 1099 unless District has established that they qualify for an exempt tax status as indicated on this Agreement. District is urged to consult a tax advisor concerning the taxability of incentives. SCE is not responsible for any taxes that may be imposed due to incentive payments.

SCE MAKES NO WARRANTY, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES REGARDING THE DESIGN, CONSTRUCTION, EQUIPMENT, OR INSTALLATIONS REFERRED TO HEREIN, OR THE BENEFITS TO BE DERIVED FROM THE INSTALLATION, OPERATION, AND USE OF SUCH EQUIPMENT, OR ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR APPLICATION. NO AGENT, EMPLOYEE, OR REPRESENTATIVE OF SCE HAS AUTHORITY TO BIND SCE TO ANY AFFIRMATION, REPRESENTATION, OR WARRANTY UNLESS EXPRESSLY MADE AND AGREED TO IN WRITING BY SCE.

By execution of this Agreement, District certifies that District meets all the Program eligibility requirements and that the information supplied on this Agreement is true and correct. District certifies that District has read and understands the Program Documents and agrees to abide by Program rules and requirements set forth in the Program Documents. To be valid, this Agreement must be signed by all parties.

In witness whereof, the parties have executed this Agreement as of the date last set forth below.

Southern California Edison

SIGNATURE

SIGNATURE

DISTRICT'S REPRESENTATIVE (Print Name from Above)

Mark Wallenrod

SCE REPRESENTATIVE (Print Name from Above)

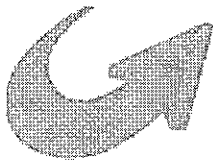
TITLE

DATE

Manager of Energy Efficiency

TITLE

DATE



13238 Florence Ave
Santa Fe Springs, CA 90670
Ph) 562-321-9310 fx) 562-941-3088

GLOBAL e-RECYCLERS

SERVICE AGREEMENT

This "Agreement" is entered into as of this **3rd day of September, 2009** by and between **Global eRecyclers Inc.**, located at 13238 Florence Ave Santa Fe Springs, CA 90670 and **Coast Community College District (Golden West College and herein "Client")**, located at 15744 Golden West Street, Huntington Beach, CA, for electronic waste recycling services, as more fully described in Section 1.1 below.

WHEREAS, Client seeks professional services to collect, identify, package, haul, recycle, treat /or dispose of said wastes;

WHEREAS, Global eRecyclers Inc, can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, labeling, hauling, recycling, treating, and/or disposing of said wastes;

1. PERFORMANCE OF SERVICES

- 1.1. The materials received by Global eRecyclers Inc. shall be handled in strict compliance with the guidelines set by the State of California, California Electronic Recycling Act of 2003, and regulations enacted thereunder.

Global will provide the following services to Golden West College:

Description	Unit Price
Monitors (TV's)	Global to pay \$0.20/lb
CPU's (LCD's, Laptops)	Global to pay \$0.20/lb
Other E-waste	Global to pay \$0.01/lb
Process all computer hard drives	No charge
E-waste Events	No charge (materials provided: pallets, Gaylord boxes, & shrink wrap, trucking)
Certificate of Recycling/Destruction	No charge (within 3 business days)
Payment for Event	Shall be paid to Client NLT 10 business days of event

- 1.2. This agreement is valid for a period not to exceed 12 months from the date it is duly signed and agreed to by the Client.

2. **Price Protection Program:** This program will provide the highest guaranteed price for the duration of this contract. Proof in the form of a quote will be required to adjust current compensation from Global. One price adjustment is allowed every six months. Global reserves all rights to accept or reject quotes based on the SB20 program.
3. **Applicable Law:** This Contract shall be governed by the laws of the state of California. All legal disputes arising under this Agreement shall be resolved within the Courts of Orange County, California.

Global eRecyclers, Inc:

Coast Community College District

Signed: _____

Signed: _____

Name: Zack Roslan

Name: Jim Moreno,
President, Board of Trustees


Date: _____

Date: _____



ONLINE TUTORING SERVICES AGREEMENT

This **ONLINE TUTORING SERVICES AGREEMENT** (the "Master Agreement" or "Agreement") is entered between **SMARTHINKING, INC.**, a Delaware corporation located at 1900 L St., NW Suite 301, Washington, DC 20036 ("SMARTHINKING") and **Coast Community College District (Orange Coast College)** ("CLIENT") (each a "Party", and collectively the "Parties").

<p>I. BILLING INFORMATION</p> <p>CLIENT Coast Community College District (Orange Coast College)</p> <p>Attn: Dr. Melissa Berta Title III Project Director Professor of Mathematics</p> <p>Address: 2701 Fairview Road Costa Mesa, CA 92628</p> <p>Phone: (714) 432-5685</p> <p>Fax:</p> <p>e-mail: mberta@occ.cccd.edu</p> <p>SMARTHINKING Rep: Bruce Wilcox e-mail: bwilcox@smarthinking.com</p>	<p>II. TERM:</p> <p>A. Master Agreement Date: September 3, 2009</p> <p>B. Agreement continues until July 31, 2012 or earlier if written notice of termination is made by either Party at the conclusion of an existing "Statement of Work(s)" as described below.</p> <p>SMARTHINKING FIN: 52-2180596 <i>Prices guaranteed for 30 days from date of contract initiation.</i></p>
<p>III. SERVICES:</p> <p>A. <u>SMARTHINKING Tutoring Services</u> At the request of Client, SMARTHINKING shall provide to a person enrolled as a student in Client's institution ("Student") one-to-one online tutoring services ("SMARTHINKING tutoring services"). SMARTHINKING Services shall consist of live and asynchronous tutoring services provided via SMARTHINKING's Web site, currently located at www.SMARTHINKING.com ("SMARTHINKING.com"). See Appendix A for a description of tutoring services.</p> <p>B. <u>SMARTHINKING Professional Services and Platform Licensing</u> At request of Client, SMARTHINKING shall provide to Client professional services ("SMARTHINKING professional services") to support Client's implementation and operation of SMARTHINKING tutoring services at its Institution. At request of Client, SMARTHINKING shall provide Client with a platform license to operate its tutors using the SMARTHINKING platform and hosting. See Appendix B for a description of professional services and platform licensing.</p> <p>C. <u>Exclusions</u> SMARTHINKING shall not be responsible for obtaining or providing any communications hardware necessary to access or use the SMARTHINKING Services, including, but not limited to, Internet service, telephones, access lines, modems and computer equipment.</p> <p>D. <u>Access</u> SMARTHINKING shall provide Client with usernames and passwords to provide to students that will allow them to access the services provided by SMARTHINKING. SMARTHINKING will track and report on the use of such usernames and passwords.</p>	
<p>IV. SCOPE and SERVICE FEE:</p> <p>A. <u>Scope</u> SMARTHINKING shall provide Client with the services, as set forth in Appendixes A and B, as described in an initial Statement of Work (SOW) (Exhibit C), and any subsequent Statement (s) of Work that are signed by the Parties and are incorporated into and made part of this Online Tutoring Services Agreement. All SOWs shall be dated and contain a term or end date.</p> <p>B. <u>Service Fee</u> In consideration of the SMARTHINKING Services described in a SOW, Client shall pay SMARTHINKING all fees as set forth in Appendix C within thirty (30) days of the Date the SOW is signed by Client. The provisioning of SMARTHINKING Services is contingent upon full payment.</p>	
<p><u>SMARTHINKING:</u></p> <p style="text-align: center;"></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p><i>Signature</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Katherine K. Clark, CEO <i>Printed Name and Title</i></p>	<p><u>CLIENT:</u></p> <hr style="border: 0; border-top: 1px solid black; margin: 5px 0;"/> <p>Jim Moreno <i>President, Governing Board of Trustees Coast Community College District</i></p> <p>Dated: _____</p>

V. GENERAL

1. TERM AND TERMINATION.

1.1 Term. This Master Agreement shall become effective upon the Effective Date and shall remain in effect until July 31, 2012 or earlier if written notice of termination is made by either Party at the conclusion of an existing Statement of Work(s).

1.2 Termination. Either Party may, at its option, terminate this Agreement if a material default is not corrected within thirty (30) days after receipt of a written notice of the default.

1.3 Suspension. Without limiting any other rights hereunder, SMARTHINKING reserves the right to immediately suspend its services hereunder if (i) the Client course creates a reasonable risk of liability for infringement of intellectual property, defamation, invasion of privacy or similar complaints, (ii) a Student's actions is reasonably considered harmful, abusive, hateful, obscene, or threatening, (iii) Client distributes user names or passwords in contravention of this Agreement.

1.4 Effects of Termination. Upon termination or expiration of this Agreement, the rights and licenses granted herein shall immediately terminate. In the event of termination or expiration of this Agreement, any term or provision of this Agreement, or portion thereof, that by its nature survives the termination or expiration of this Agreement shall survive and continue in effect and shall inure to the benefit of and be binding upon the Parties and their legal representatives, successors, and assigns.

2. ACCESS CONTROL.

2.1 Distribution. Client is responsible for distributing usernames and passwords to its Students, each of which is solely responsible for maintaining their confidentiality.

SMARTHINKING shall provide ability for Client to create usernames and passwords for student accounts. Client shall notify SMARTHINKING immediately of any unauthorized use of any account or password.

2.2 Access to Archives. Upon expiration of this Agreement for any reason, or the end of a term of an SOW, Client's students shall retain access to their archived tutoring sessions for up to sixty (60) days and Client shall retain access to archived reports for up to ninety (90) days. During the term of this Agreement, Client's students and Client shall have access to archived tutoring sessions and reports for up to one (1) year. Upon termination of this Agreement, Client's students and Client shall have access to archived tutoring sessions and reports for ninety (90) days.

3. PAYMENT.

3.1 Late Fee. Client shall pay SMARTHINKING a surcharge of one percent (1%) per month or the maximum rate allowed by law, whichever is less, on any fees not paid when due under this Agreement.

3.2 Taxes. If applicable, each Party shall be exclusively liable and bear total responsibility for the payment of any and all taxes due in connection with the sale of products or services under this Agreement. All payments due under this Agreement or any Exhibits shall be made without any deduction or withholding, unless such deduction or withholding is required by any applicable law of any relevant governmental revenue authority then in effect. If Client is required to deduct or withhold, Client will promptly notify SMARTHINKING of the requirement, pay the required amount to the relevant governmental authority, provide SMARTHINKING with an official receipt or certified copy or other documentation acceptable to SMARTHINKING evidencing payment, and pay to SMARTHINKING, in addition to the payment to which SMARTHINKING is otherwise entitled under this Agreement or any Exhibits, such additional amount as is necessary to ensure that the net amount actually received by SMARTHINKING equals the full amount SMARTHINKING would have received had no such deduction or withholding been required.

4. MARKETING and SURVEYS.

4.1 As may be permitted by the schools' Policies and Procedures, client shall make available to its Students and faculty implementation materials provided by SMARTHINKING from time to time. Client grants SMARTHINKING during the Term a right to use Client's name in factual statements about Client's status as a client in product brochures and similar materials, financial reports, and prospectuses.

4.2 Client grants SMARTHINKING the right to conduct performance surveys regarding SMARTHINKING services and software of Client students and other users of SMARTHINKING.com. Client shall have access to all survey results submitted by its Students.

5. USE OF SMARTHINKING.COM.

5.1 Terms of Use. Student access to SMARTHINKING.com and the SMARTHINKING Services is governed by the restrictions, rules, or conditions outlined in the Terms of Use and Privacy Policy Statement upon initial log-in to SMARTHINKING.com, and as may be updated and published from time to time by SMARTHINKING.

6. INTELLECTUAL PROPERTY.

6.1 Client Course. No title to or ownership of any portion of the Client's course, or to any proprietary or intellectual property rights related therein, is transferred by virtue of this Agreement. The Client's course shall remain the Client's sole and exclusive property. Client warrants and represents that its course does not infringe any intellectual property or other proprietary rights, including, by way of example and not limitation, any patent, trademark, trade secret, copyright, moral rights or any similar right.

6.2 SMARTHINKING. No title to or ownership of any portion of SMARTHINKING.com or the SMARTHINKING Services is transferred by virtue of this Agreement and SMARTHINKING.com and the SMARTHINKING Services shall remain SMARTHINKING's sole and exclusive property. SMARTHINKING reserves all of its intellectual property and proprietary rights to any information, data or materials generated or gathered as part of the provisioning of SMARTHINKING Services. SMARTHINKING warrants and represents that its materials available on SMARTHINKING.com and the SMARTHINKING services do not infringe any intellectual property or other proprietary rights, including, by way of example and not limited any patent, trademark, trade secret, copyright, moral right or any similar right.

7. DISCLAIMER OF WARRANTIES. SMARTHINKING SERVICES AND SMARTHINKING.COM ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SMARTHINKING MAKES NO WARRANTY THAT SMARTHINKING SERVICES AND SMARTHINKING.COM WILL MEET CLIENT OR STUDENT REQUIREMENTS, OR THAT SMARTHINKING SERVICES OR SMARTHINKING.COM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE; NOR DOES SMARTHINKING MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF SMARTHINKING SERVICES OR SMARTHINKING.COM OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH SMARTHINKING.COM OR SMARTHINKING SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM SMARTHINKING SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE IN THIS AGREEMENT.

8. LIMITATION OF LIABILITY. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES) ARISING OUT OF THE DUTIES AND OBLIGATIONS IMPOSED ON THE OTHER PARTY PURSUANT TO THIS AGREEMENT.

9. GENERAL PROVISIONS.

9.1 Severability. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term or provision shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

9.2 Relationship of Parties. Nothing contained in this Agreement shall create any partnership or joint venture between the parties. This Agreement is not for the benefit of any third party not a signatory hereto and shall not be deemed to give any right or remedy to any such party whether referred to herein or not.

9.3 Notices. All notices, requests, and other communications hereunder shall be in writing delivered by any of the following: personal delivery; first class certified or registered mail; return receipt requested; U.S. Express mail, or an express overnight service (such as Federal Express), addressed to the respective parties at the addresses set forth in this Agreement or to such other person or address as a party hereto shall designate to the other party hereto from time to time in writing forwarded in like manner. Any notice, request, consent, demand or communication given in accordance with the provisions of this paragraph shall be deemed to have been given and effective when actually received. Copies of all such notices should be sent to Coast Community College District Risk Services Office, 1370 Adams Avenue, Costa Mesa, CA, 92626.

9.4 Assignment. Client may not assign this Agreement without the prior written consent of SMARTHINKING, which consent shall not be unreasonably delayed or withheld. Smarthinking may assign this agreement upon sale of the company or its assets. SMARTHINKING may not assign this Agreement for any other reason except as identified herein without the prior written consent of Client, which consent shall not be unreasonably delayed or withheld. Should either Party assign this Agreement, the other shall have rights to cancel this Agreement with thirty (30) day notice. Such cancellation must be by written notice.

9.5 Jurisdiction. This Agreement shall be governed by the laws of the State of California. The venue of any action brought hereunder shall reside in the County of Orange.

9.6 Entire Agreement. This Agreement sets forth all of the promises, agreements, conditions and understandings between the parties respecting the subject matter hereof and supercedes all prior and contemporaneous negotiations, conversations, discussions, correspondence, memoranda, and agreements between the parties concerning the subject matter of this Agreement.

Appendix A: Tutoring Services

A.1 Tutoring Subject Areas. SMARTHINKING's Tutoring Services currently consists of online tutoring in the following areas on drop-in, pre-scheduled, and/or asynchronous bases (see www.smarthinking.com for detailed listing of topics covered for each area):

Mathematics (Basic Math - Calculus II)	Writing (for all courses, including ESOL) through Online Writing Lab
Statistics	Live Writing Help
Accounting	Career Writing Support
Economics	Biology
Introductory Finance	Introductory Human Anatomy & Physiology
Spanish	Chemistry
Physics	Organic Chemistry

E-structors (SMARTHINKING's tutors) are currently available in the above Tutoring Subject Areas. Tutoring Subject Areas are subject to change by SMARTHINKING. Client will be provided 60-day notice via email prior to any change. The hours e-structors are available are as determined by SMARTHINKING from time to time. E-structors hours are posted on the Smarthinking.com Website. Students also may submit essays to the writing lab for critique or asynchronous questions via the SMARTHINKING whiteboard. Responses will typically be provided to the Student within 24 hours.

A.2 PURCHASE OF BLOCKS OF TUTORING HOURS. Blocks of hours may be purchased by client at the then current rates published by SMARTHINKING.

A.3 Deduction of Purchased Tutoring Hours. As Client's students use the service, time is deducted from Client's master account based on the services used. Client can monitor student usage from their administrative account, and student accounts can be limited by time and/or subject area. Hours purchased must be used during a SOW term. Time is deducted from Client's account according to the following:

Service Used	Charge to Client Account
Real Time Interaction with e-structor	Metered to the minute plus 5 minutes per session for processing and archiving
Submission to Online Writing Lab	35 minutes or 65 minutes
Pre-scheduled Session with e-structor	30 minute minimum increments plus 5 minutes per session for processing and archiving.
Submission of Asynchronous Questions	20 minutes

The time deduction table is subject to change by SMARTHINKING. Client will be provided 60-day notice via email prior to any change.

A.4 Customized, Institution Access Agreement or other Pilot Pricing Plans as agreed to between SMARTHINKING and Client.

A.5 Inclusions in Tutoring Fees.

- Access to SMARTHINKING-trained and monitored tutors and services.
- Account management by an assigned customer service representative and marketing assistance (template posters and handouts).
- Hosting of all technology.
- Customer service and technical support for students and faculty by toll-free phone and e-mail.
- Unlimited access to SMARTHINKING study resources.
- Ability for Client to create unique usernames and passwords for student accounts.
- Log-in box on client's Web site.
- Free 30-day preview accounts for faculty members. (These accounts are for faculty use only and cannot be used as student accounts).
- Usage Reporting. It is Client's responsibility to designate and control who is to receive administrative access to reports in accordance with Client's regulations on the handling of student data.

Appendix B: Professional Services and Platform Licensing Available from SMARTHINKING.
Costs for these services will be set in accord with SMARTHINKING's then current pricing.

B.1 Set-up Support for SMARTHINKING Online Tutoring Services – (Required for All Clients):

- (a) Private labeling of student's home page with client logo and color selection.
- (b) Student account creation with client designated subjects and services
- (c) Client administrative account creation with implementation assistance.
- (d) Annual Service Fee: Beginning Year two.

B.2 Onsite Training

- (a) SMARTHINKING's implementation staff will work with Client to develop an agenda that reflects current needs and may include sessions focused on introducing SMARTHINKING to faculty, staff, and/or students, and discussing strategies for using these services to supplement instruction.
- (b) Multiple sessions may be conducted during a single day for each day of onsite training purchased.
- (c) Training materials will be provided for up to twenty participants.
- (d) Training via web and telephone may also be provided.

Appendix C to ONLINE TUTORING SERVICES AGREEMENT

STATEMENT OF WORK (SOW)

(Statement of Work Dated 09/03/09)

This Statement of Work ("SOW") is made under, and governed by the Online Tutoring Services Agreement for SMARTHINKING, entered into between Orange Coast College (Client) and Smarthinking, Inc., Master Agreement Dated September 3, 2009. Pricing offered in this SOW is valid until September 30, 2009.

A. Term of SOW:

Start Date: September 3, 2009

End Date: August 31, 2010

All Tutoring Services and Professional Services must be used during the term of this SOW. Unused hours expire at the termination date of this SOW. If Client agrees to pay the annual fee with the purchase of additional hours for the year immediately following the term of this SOW, then SMARTHINKING will roll-over all unused hours of tutoring services.

B. The following list of purchases and deliverables are agreed to by the Parties:

Tutoring Services

- 1500 # of Hours @ \$30.00 per hour
- Total Fee for Tutoring Services: \$45,000.00

Additional Services/Fees

- Set-up & Training \$3000

TOTAL FEES DUE SMARTHINKING PURSUANT TO THIS SOW: \$48,000.00

Client shall pay SMARTHINKING all fees within thirty(30) days of the Date this SOW is signed by Client.

CLIENT SIGNATURE

Jim Moreno
President, Governing Board of Trustees
Coast Community College District

Dated: _____

Smarthinking, Inc.




Signature

Katherine K. Clark, CEO

Printed Name and Title
1900 L St. NW Suite 301
Washington, DC 20036
Telephone: 202-543-5034
Fax: 206-260-8525

SMARTHINKING Rep: Bruce Wilcox
e-mail: bwilcox@smarthinking.com

		Username:	Password:	<input type="button" value="Log In"/>	
		<input type="text"/>	<input type="text"/>		
Forgot your password?					
About Us	Products & Services	Our Tutors	Partners	Sample Tutorials	Customer Support
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SMARTHINKING PRIVACY POLICY

The SMARTHINKING website is intended to provide tutoring and college level academic support to students over the age of 13. The SMARTHINKING Privacy Policy details the commitment of SMARTHINKING, Inc. to our users' privacy. Please review the following policy to understand how the information you provide SMARTHINKING, Inc. ("SMARTHINKING") will be treated.

I. Who We Are and How to Reach Us

SMARTHINKING is the sole provider of this website. You may contact us directly if you have any questions regarding the content and material on this website, or the collection, use, correction or deletion of any personal or non-personal information provided over this website. Please contact us at:

SMARTHINKING, Inc.
1900 L St, NW
Suite 301
Washington, DC 20036
(202) 543-5034
info@smarthinking.com

II. Usage Eligibility

The SMARTHINKING service is intended for students over the age of 13. For website activities that request personal information, you agree to provide accurate and current information about yourself. Your membership and/or participation in our website services will be canceled without notice if at any time we discover that you provide false information, or violate any term of this Privacy Policy or our Terms of Usage Use Agreement. If necessary, and in accordance with applicable law, SMARTHINKING will cooperate with local, state and/or federal authorities to protect its users, parents, partners, affiliates, subsidiaries and operational providers or to prevent unauthorized use of the site.

III. Personal Information

The only personal information this website obtains about you is information voluntarily provided by you.

You are free to visit SMARTHINKING; however, if you would like to use the SMARTHINKING service, you must register. When you register with us, we will request certain personal information including - e-mail, phone number, zip code, country and, if your school does not provide the SMARTHINKING service to you, credit card information. Response to our surveys is entirely voluntary and not required for receipt of services.

This information is used by SMARTHINKING for (1) billing and account purposes; (2) demographic assessments of and provision of services to the user population; (3) empirical research; (4) communication with you; and (5) internal auditing purposes. Only strictly authorized SMARTHINKING employees have access to this personal information. It may be given to an institutional administrator or a professor if the service is provided through your school or by a textbook publisher.

In addition to registration information, all electronic text-based conversations between you and SMARTHINKING's tutors are digitally captured and stored in SMARTHINKING's databases. It may be given to your school administrator, professor and empirical researchers. SMARTHINKING may request personal information at other times to better serve your individual needs. As stated above, SMARTHINKING will not collect any personally identifiable information that you do not voluntarily provide. SMARTHINKING will not disclose any of your personal information, except when we have your permission or under special circumstances, such as when we believe in

good faith that disclosure is reasonably necessary to (i) comply with legal process, (ii) enforce the Registration Agreement or the Terms of Use, (iii) respond to claims that any content on SMARTHINKING violates the rights of third parties, (iv) protect the rights, property, or personal safety of SMARTHINKING, its users or the public, or (v) respond to the request of your institutional administrators if the service is paid for by them. Your schools' administrators are within their rights to request access to your personal information and electronic conversations with SMARTHINKING tutors. Your school, in turn, is subject to the Family Education Rights and Privacy Acts of 1974 (FERPA) restrictions on further disclosure. For further information on FERPA rules and responsibilities, contact your school.

SMARTHINKING also reserves the right to replicate written comments about the service sent to its representatives on our website and/or in promotional materials and/or in business development materials, along with your name and institution. Your email address and any personal information besides your name and institution will not be used at any time without your agreement. If you do not want your name to accompany your comments, please state this in your written correspondence with SMARTHINKING, Inc. and its representatives.

SMARTHINKING contains links to other sites and some features of the SMARTHINKING Service may be offered in conjunction with a partner company. SMARTHINKING is not responsible for the privacy practices or the content of such websites and companies.

In order to provide partner company features, it may be necessary for either you or SMARTHINKING to share your voluntarily provided personal information with this company. If you do not want your data to be shared, you can choose not to allow the transfer by not using that particular service.

IV. Non- Personal Information

Certain non-personal information of visitors is also recorded by the standard operation of SMARTHINKING's Internet servers. This information is primarily used to provide visitors to SMARTHINKING with an enhanced online experience. Information tracked includes the type of browser being used by the visitor, the type of operating system, and the domain name of the visitor's Internet service provider. SMARTHINKING may disclose aggregated user statistics in order to describe the SMARTHINKING service to prospective partners, advertisers, and other third parties, and for other lawful purposes.

V. How to Add, Change, or Delete Personal Information

You have access to your membership profile collected and maintained by our website. We strive to ensure that the information we obtain and use about our members and visitors is accurate. Therefore, you may add, change or delete personal information on your profile or registration for other activities. Certain information fields are required and cannot be deleted for security purposes or in accordance with various laws. We encourage you to keep us informed about any changes in your membership information and e-mail address. You may change, update or delete certain information in your membership file through the SMARTHINKING web page: Simply log in to your account, enter the "About Me" page, and change your information as necessary.

VI. Use of Cookies

This site requires cookies. SMARTHINKING uses cookies to establish a session. We do not use cookies for tracking purposes. Cookies do not allow the website to access personal information that you haven't already provided.

VII. Our Security Procedures

We are committed to safeguarding the privacy of all users. We require our employees to protect the privacy of all information collected over our website. Only employees and supervisors with specific authorization have access to databases containing visitors' personal information. The databases are protected in a secure facility. We have a digital certificate that is signed by a recognized certificate authority. Credit card information is transmitted via encrypted technology.

Please be advised that once you leave our website, your use of the Internet will be governed by the privacy policies, if any, of the particular website that you are accessing. SMARTHINKING is not responsible for the content, activities or privacy practices on the other sites.

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4. LINK DISCLAIMER. Some links on SMARTHINKING lead to sites posted by independent site owners. SMARTHINKING does not review independent sites or control their content, and merely provides these links to visitors for their convenience. These links are not an endorsement of products, services, or information provided by other sites. Further, the inclusion of links to other sites does not imply that the other sites have given permission for inclusion of these links, or that there is any relationship between SMARTHINKING and the linked sites. SMARTHINKING is an independent operating company and references to other companies, do not imply any

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6. AGREEMENT. By using SMARTHINKING, you agree to the above stated terms and conditions. This Agreement is entered into in the District of Columbia and shall be construed in accordance with the laws of the District of Columbia, exclusive of its choice of law rules. Each party to this Agreement submits to the exclusive jurisdiction of the state and federal courts having jurisdiction in the District of Columbia, and waives any jurisdictional, venue, or inconvenient forum objections to such courts. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys' fees. In the event that any of the provisions of this Agreement are held to be unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect. This Agreement constitutes the entire understanding between the parties pertaining to the subject matter hereof, and any prior written or oral agreements between the parties are expressly cancelled. SMARTHINKING may modify the terms of this Agreement by posting notice of such modification on this page before the modification takes effect. You are bound by such revisions and should periodically visit this page to review the current Terms of Use.

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