AGENDA

Coast Community College District Regular Meeting of the Board of Trustees Date: Wednesday, July 21, 2010 5:00 p.m. Closed Session 6:30 p.m. Regular Meeting Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

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

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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))
 - Faculty Special Assignments
 - 2. Substitute Faculty
 - Full-time Faculty
 - 4. Part-time Faculty
 - 5. Educational Administrators
 - a. Vice President of Student Services
 - b. Interim Vice President of Student Services
 - c. Dean, Military/Contract Education Programs
 - d. Admin Director, Workforce & Economic Dev

- 6. Classified Management
- Classified Staff
 - a. Child Care Assistant
 - b. Staff Assistant Senior, RHORC
 - c. Typist Clerk Intermediate, RHORC
 - d. Staff Aide, BFAP
 - e. EOPS/CARE Accounting Tech
 - f. CalWORKs Program Office Specialist Senior
- 8. Reclassification and Reorganization/Reassignment
 - a. Swap Meet Supervisor
 - b. HR Specialist
 - c. Staff Aide
- 9. Classified Temporary Assignments
 - a. Director, Computer Services
 - b. Child Develop Specialist
 - c. Div/Area Office Coordinator
 - d. Exec Asst to Vice Chan HR
 - e. Special Assignment
 - f. Maintenance, Skilled
 - g. Exec Asst to the President
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 - i. Child Care Center Coordinator
 - j. Mechanic, Lead
- 10. Hourly Staff
- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- Medical Professional Hourly Personnel
- Student Workers

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

1.04.02 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

Coast Federation of Educators v. Coast Community College District (CFE Arbitration) Jacobson v. Coast Community College District (Arbitration)

Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)

Magana vs. Coast Community College District et al., Orange County Superior

Court Case No. 30-2010-00346951

Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094 Coast Community College Association vs. Coast Community College District,

PERB Case#LA-CE-54-36-E

Coast CCD v. Bui, Orange County Superior Court Case No. 30-2010 00379250 etc. Coast Community College District vs. MEP, Inc. et al., Orange County Superior Court Case No. 30-2010-00380564

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

1.04.04 Student Discipline

(Pursuant to Section 72122 of the Education Code)

1.04.05 Conference with Labor Negotiator (Pursuant to Code Section 54957.6)

Agency Negotiator: Deborah Hirsh, 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: Association of Confidential Employees (ACE), Unrepresented Employees: Coast District Management Association (CDMA),

Educational Administrators

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

Position: Chancellor

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

1.06 Pledge of Allegiance – Trustee Lorraine Prinsky

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 Presentations, Ceremonial Resolutions and Public Hearings
- 1.09.01 Resolutions to Honor and Accept the Retirements
- 1.09.02 Presentation from Vasquez & Company, Recommended Candidate for District External Auditor
- 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 & Review of Board Committee Meeting Dates		
2.02	Matters for Review, Discussion and/or Action		
2.02.01	Review of Board Meeting Dates		
2.02.02	Consideration of Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)		
2.02.03	Opportunity for the Board to Review the Board Directives Log		
2.02.03.0	O1 Common Course Numbering Presentation by the Interim Vice Chancellor of Educational Services in Compliance with Board Directive Log Item #6		
2.02.04	First Reading of Recommendations for Modifications to existing Nepotism Policy (#050-1-1.9) as presented by the Hiring Policy Task Force		
2.02.05	Opportunity for the Board of Trustees to Review Instructional Materials Fees		
2.02.06	Awards and Accolades 2009-2010		
2.02.07	Opportunity for the Board of Trustees to Review Proposed Revisions to Policy 030-9-1, "Student Role in Governance"		
2.02.08	Opportunity for the Board of Trustees to Review Proposed Revisions to Policy 010-2-7, "Compensation for Trustees"		
2.03	Review of Buildings and Grounds Reports		
	Orange Coast College New Consumer Health & Science Lab (ABC) Building Orange Coast College Student Center Renovation		

	Golden West College Learning Resource Center Coastline College Newport Beach Learning Center
2.04	Review of Quarterly Financial Status Report
3.00	Consent Calendar
3.01	Curriculum Approval None
3.02	Travel Authorizations – Board and Staff 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
3.02.04	Approval of Student Trips - District
3.03	General Items
3.03.01	Authorization for Special Projects - Coastline Community College
3.03.02	Authorization for Special Projects - Golden West College
3.03.03	Authorization for Special Projects - Orange Coast College
3.03.04	Authorization to Apply for Funded Programs
3.03.05	Authorization for Disposal of Surplus
3.03.06	Authorization to Enter Into Standard Telecourse Agreements – Coastline Community College
3.03.07	Approval of Clinical Contracts – Golden West College
3.03.08	Approval of Clinical Contracts – Orange Coast College
3.03.09	Approval of Standard Agreements – Coastline Community College
3.03.09.0	01 Approve District Standard Scope of Work #2010-17 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.
3.03.09.0	02 Approve District Standard Scope of Work #2010-18 under the Master Services Agreement between Chevron Products Company and the Coast Community College

Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

3.03.09.03 Approve District Standard Scope of Work #2010-19 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services. 3.03.09.04 Approve District Standard Scope of Work #2010-20 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services. 3.03.09.05 Approve District Standard Scope of Work #2010-21 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services. 3.03.09.06 Approve District Standard Scope of Work #2010-22 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services. 3.03.10 Approval of Standard Agreements – Golden West College None 3.03.11 Approval of Standard Agreements – Orange Coast College 3.03.12 Approval of Standard Agreements – District 3.03.12.01 Recommendation for Approval of Proposed District Standard Architectural Services Agreement 3.03.13 Authorization for Purchase of Institutional Memberships – Coastline Community College 3.03.14 Authorization for Purchase of Institutional Memberships – Golden West College 3.03.15 Authorization for Purchase of Institutional Memberships – Orange Coast College None 3.03.16 Authorization for Purchase of Institutional Memberships – District 3.03.17 Authorization for Off-Campus Assignments – Coastline Community College 3.03.18 Authorization for Community Activities – Orange Coast College 3.03.19 Authorization for Community Activities - Golden West College 3.03.20 Authorization for Sailing Program - Orange Coast College 3.03.21 Authorization for Off-Campus Assignments – Golden West 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 Contract Amendments Based upon Horizontal Salary Moves

3.04.03	Authorization for Schedule Changes, Classified Staff
3.04.04	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 None
3.05.06	Authorization for Community Activities - Coastline Community College None
3.05.07	Authorization for Staff Development – Golden West College None
3.05.08	Authorization for Staff Development - Orange Coast College
3.05.09	Authorization for Staff Development – District
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
3.06.04	Authorization for Special Payments – Coastline Community College None
3.06.05	Authorization for Special Payments – Golden West College None
3.06.06	Authorization for Special Payments - Orange Coast College None
3.06.07	Authorization for Special Payments – District None
4.00	Action Items
4.01	Approval of Agreements – Coastline Community College

- 4.01.01 Approve Agreement between the City of La Habra and the Coast Community College District to provide Professional Assessment and Labor Market Information/Training for Youth enrolled in the Workforce Investment Act (WIA) Youth Employment Program.
- 4.01.02 Approve Agreement between the City of Irvine and the Coast Community College District in providing the Orange County One-Stop Center a Community Partnership Grant.
- 4.01.03 Approve Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to provide Educational Services to Sailors in support of the Navy College Program Distance Learning Partnership (NCPDLP) Program.
- 4.01.04 Approve Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to Provide Educational Support Services to Servicemembers.
- 4.01.05 Authorization to Enter into a Non-Standard Service Provider Agreement for Contracted Services with Memorial Prompt Care Medical Group, Inc. and the Coast Community College District to Provide Student Health Services.
- 4.02 Approval of Agreements Golden West College
- 4.02.01 Approve Amendment to Non-Standard Agreement between Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program
- 4.02.02 Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be Posted Online
- 4.02.03 Approve Non-Standard Agreement between Commission on Peace Officers and Standards Training (POST) and the Coast Community College District for Legal Update Training
- 4.02.04 Approve Non-Standard Agreement between Respondus, Inc. and the Coast Community College District for Online Testing
- 4.03 Approval of Agreements Orange Coast College
- 4.03.01 Approve Non-Standard Agreement between Newport Center Radiology Associates Medical Groups, Inc. (NCRA), DBA Newport Imaging Center, LLC (NIC), and the Coast Community College District to provide discounted prices for diagnostic imaging services for uninsured OCC students upon referral by OCC Student Health Center.
- 4.04 Approval of Agreements District
- 4.04.01 Approve Assured Maintenance Agreement for District Site Computer Room Air Conditioning(CRAC) Units between Mustang Mechanical Contracting and Coast Community College District
- 4.04.02 Approval of Agreement between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore

- 4.04.03 Authorization to Enter into a Renewal Agreement between Keenan and Associates and the Coast Community College District for Self-Insured Workers' Compensation Claims Administration
- 4.04.04 Authorization to Enter into a Non-Standard International Student Dual Enrollment Program Formation Agreement between U.S. College Compass, Inc. and the Coast Community College District
- 4.05 Buildings and Grounds Approvals
- 4.05.01 Approve Change Order No. 1; Orange Coast College ABC Building Site Preparation; Bid No. 1961
- 4.05.02 Approve Change Order No. 1; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965
- 4.05.03 Bid Tabulations and Award of Contract: Orange Coast College Dental Instructional Lab Operatories and Dental Instructional Radiology Labs (ABC Building); Bid No. 1980
- 4.05.04 Bid Tabulations and Award of Contract: Orange Coast College Full Body Diagnostic Labs Rooms 103B & C (ABC Building): Bid No. 1981
- 4.05.05 Bid Tabulations and Award of Contract: Orange Coast College Student Center Kitchen Rebid; Bid No. 1982
- 4.05.06 Bid Tabulations and Award of Contract: Orange Coast College Horticulture Storage Electrical Project; Bid No. 1983
- 4.05.07 Approve Standard Professional Services Agreement with Michael Brandman Associates; Coastline Community College Newport Beach Learning Center
- 4.05.08 Authorization for Additional Services to Psomas; Orange Coast College Sewage Lift Station Analysis
- 4.05.09 Authorization for Addendum No. 1 to RBF Consulting; Orange Coast College Maritime Academy Pedestrian Bridge
- 4.05.10 Approve Amendment to Lease Agreement with Mobile Modular Management; Coastline Community College Early College High School
- 4.05.11 Authorization to Purchase Student Lounge, Classroom, and Office Furniture for Orange Coast College Student Center Renovation using the US Communities and California Multiple Award Schedule (CMAS) Contracts.
- 4.05.12 Authorization to Purchase Audio Visual Equipment and Material from Digital Networks Group, Inc for New Construction ABC Building at Orange Coast College.
- 4.06 General Items of Business Coastline Community College
- 4.06.01 Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College.

4.07	General Items of Business – Golden West College None
4.08	General Items of Business – Orange Coast College None
4.09	General Items of Business - District
4.09.01	Approve change in Contracting Agent and signatories for Union Bank accounts.
	Approval of Employment Agreement, Interim Vice President of Student Services at Golden West College
4.09.03	Authorization to Appoint Deborah Hirsh, Vice Chancellor of Human Resources, as the Responsible District Officer for Title 5 Discrimination and Harassment complaints.
4.09.04	Approve Audit Committee Recommendation of Vasquez & Company as District External Auditor, effective July 1, 2011, and Provide Direction to the District General Counsel to Prepare Agreement for District External Audit Services, Effective July 1, 2011 through June 30, 2012
4.09.05	Approval of District Vision, Mission and Goals
4.09.06	Approval of Employment Agreement, Interim Vice President of Student Services at Orange Coast College
4.10	Resolutions
4.10.01	Coast Community College District Board of Trustees Resolution # 10-11 Adoption of Resolution To Enter Into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-0186)
4.10.02	Coast Community College District Board of Trustees Resolution # 10-12 Adoption of Resolution To Enter Into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-0345)
4.10.03	Adoption of Resolution Establishing Appropriation Limit, Gann Initiative for 2010-2011
4.11	Approval of Minutes Regular Meeting of June 16, 2010 Special Meeting of June 23, 2010
4.12	Policy Implementation
4.12.01	Adoption of Revised Policy 040-11-1, Conflict of Interest Code
5.00	Public Comment (Items not on the Agenda)
6.00	Adjournment

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1.00 Preliminary Matters

Meeting: Category:

07/21/2010 Regular Meeting
1. Preliminary Matters

Agenda Type: Information Public Access: Yes

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1.04.06	Public Employee Performance Evaluation (Pursuant to Government Code Section 54957)
	Position: Chancellor
1.05	Reconvene Regular Meeting at 6:30 p.m.
1.06	Pledge of Allegiance - Trustee Lorraine Prinsky
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- 1.09 Presentations, Ceremonial Resolutions and Public Hearings
- 1.09.01 Resolutions to Honor and Accept Retirements and Acknowledgments

Classified

Janet Leland, GWC, Textbook Acquisitions Clerk, retirement effective 7-01-10

Whereas, Janet Leland, Textbook Acquisitions Clerk is retiring from Golden West College effective the first day of July 2010; and

Whereas, Janet Leland began her career at Coastline College in 1986 as Typist Clerk, Senior, before transferring to the Golden West College Bookstore in 1988; and

Whereas, in her twenty-two years ordering hundreds of thousands of textbooks for our students, Janet Leland was well-known to every single faculty member on campus, and many of the classified staff, as well; and

Whereas, Janet Leland endured and mastered all the changes in technology, from using three-by-five cards through two completely different text management systems. She saw academic programs come and go, divisions merge and re-combine, and textbook ordering evolve from a simple phone call to online ordering; and

Whereas, an animal lover from the word go, her interest in cats and birds and horses -- and race cars -- provided a relief from all those numbers, as well as her weekend work in a beauty salon; and

Whereas, co-workers of Janet Leland wish her all the best in a well-deserved retirement.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Janet Leland for her years of service to Golden West College and the Coast Community College District and offer her sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Janet Leland on this day, the twenty-first day of July in the year 2010.

Confidential

Lynanne Minton, OCC, Executive Assistant to the President, retirement effective 7-16-10

Whereas, Lynanne Minton, Executive Assistant to the President is retiring from Orange Coast College effective the sixteenth day of July 2010; and

Whereas, Lynanne Minton began her career at Golden West College in 1990 as an assistant in the Golden West College Foundation Office, where she worked for five years: She spent two more years assisting John Breihan, then GWC's Dean of Student Services; and

Whereas, in 1997, Lynanne Minton was selected to step up as OCC's executive secretary to the president. During her tenure at OCC, Lynanne Minton served four presidents: Margaret Gratton, from 1997 to 2002; Gene Farrell, 2002-2005; Robert Dees, 2005-2009; and Dennis Harkins, 2010 to present. She also assisted Interim President Denise Whittaker, who led the college from July through December, 2009; and

Whereas, in the workforce since the age of 16, Lynanne also held positions in private industry, for the Sheriff's Department and the City of Industry. She completed her Associate in Arts degree at Golden West College and went on to earn a Bachelor of Arts degree from the University of Phoenix; and

Whereas, Lynanne Minton and husband John will embark on a new adventure when they move from Corona to Branson, Missouri, where the couple purchased a retirement home in a gated golf course community. They plan to enjoy golfing and traveling in their fifth wheel trailer. Lynanne also hopes to start a home-based business as a virtual assistant. Lynanne has two daughters, a son and four grandchildren, who live in California. She looks forward to frequent trips back to her home state to visit family.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Lynanne Minton for her years of service to Orange Coast College and the Coast Community College District and offer her and her family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Lynanne Minton on this day, the twenty-first of July in the year 2010.

Classified Management

Vicki Wilder, District, District Payroll Systems Manager, retirement effective 7-30-10

Whereas, Vicki Wilder, District Payroll Systems Manager is retiring from Coast Community College District after 32 ½ years of service effective the thirtieth day of July 2010; and

Whereas, Vicki Wilder started her career with the Coast Community College District in 1978; and

Whereas, Vicki Wilder has devoted herself to insuring the accuracy and integrity of the District Payroll and takes pride in the fact that during her tenure as manager there have been no regulatory issues of findings against the District; and

Whereas, Vicki Wilder has proven to be a dedicated and loyal employee and her expertise and technical skills in the Payroll function will be greatly missed; and

Whereas, after a long and rewarding career at Coast Community College District, Vicki Wilder is leaving to enjoy more time with her grandchildren, family, friends and traveling.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Vicki Wilder for her years of service to the Coast Community College District and offer her and her family sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Vicki Wilder on this day, the twenty-first of July in the year 2010.

1.09.02 Presentation from Vasquez & Company, Recommended Candidate for District External Auditor.

(See Attachment #3)



Vasquez Presentation 2010 Audit Interview.pdf

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2.00 General Information and Reports

Meeting:

07/21/2010 Regular Meeting

Category: 2. G

2. General Information and Reports

Agenda Type: Information

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Public Access: Yes

2.00 General Information and Reports

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2.01 Informative Reports

Meeting: Category: 07/21/2010 Regular Meeting

Category: 2. Ge

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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

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 & Review of

Board Committee Meeting Dates

Accreditation Committee

Audit Committee Budget Committee

Career Technical Education Committee

Land Development Committee

Personnel Committee

Orange County Legislative Task Force

Upcoming Meetings:

Land Development

Budget

July 22, 2010 at 10:00 a.m. July 22, 2010 at 1:30 p.m. Board Conference Room Board Conference Room

Career Technical Education

July 26, 2010 at 2:00 p.m.

Board Conference Room

Personnel

July 27, 2010 at 10:00 a.m.

Board Conference Room

Additional/Administrative contents

2.02 Matters for Review, Discussion and/or Action

Meeting:

07/21/2010 Regular Meeting

Category:

2. General Information and Reports

Agenda Type: Action (Consent)

Public Access: Yes

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2.02 Matters for Review, Discussion and/or Action

2.02.01 **Review of Board Meeting Dates**

August 4, 2010 August 18, 2010

Regular Meeting/Study Session Regular Meeting

September 1, 2010 September 15, 2010 October 6, 2010

Regular Meeting Regular Meeting Regular Meeting

October 13, 2010 November 3, 2010

Regular Meeting/Study Session

Regular Meeting Regular Meeting

November 17, 2010 December 8, 2010 *

Regular/Organizational Meeting

* (tentative)

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

August 4-6, 2010

Washington D.C., ACCT Governance Leadership

Institute for New Trustees

August 13-14, 2010 October 20-23, 2010 November 7-9, 2010

Newport Beach, CA, Student Trustees Workshop Toronto, Ontario, ACCT Leadership Congress Washington D.C., AACC Washington Institute November 18-20, 2010 Pasadena, CA, CCLC Annual Convention and

Partner Conferences

January 21-24, 2011 January 22, 2011 January 23 & 24, 2011 January 26-29, 2011 February 13-16, 2011 March 8-11, 2011 April 9-12, 2011

April 29- May1, 2011

October 12-15, 2011

Sacramento, CA, CCLC Effective Trusteeship Workshop Sacramento, CA, CCLC Board Chair Workshop

Sacramento, CA, CCLC Annual Legislative Conference Newport Beach, CA, AACC Workforce Development Institute Washington D.C., ACCT National Legislative Summit Pacific Grove, CCLC Asilomar Leadership Skills Seminar

New Orleans, LA, AACC's Annual Convention Monterey, CA, CCLC Annual Trustees Conference Dallas, TX, ACCT Annual Leadership Congress

2.02.03 Opportunity for the Board to Review the Board **Directives Log**

The Board Directives Log tracks requests made by the Board of Trustees. A copy of the Board Directives Log is available for review in the Board of Trustees' Office and at Board meetings. The Board may take action pertaining to matters on the Log, by adding,

deleting, or modifying items.



- 2.02.03.01 Common Course Numbering Presentation by the Interim Vice Chancellor of Educational Services in Compliance with Board Directive Log Item #6
- 2.02.04 First Reading of Recommendations for Modifications to existing Nepotism Policy (#050-1-1.9) as presented by the Hiring Policy Task Force

During the spring 2010 semester the Board of Trustees requested that the Hiring Policy Task Force, comprised of representatives from varying constituent groups throughout the District, review and update the District's Nepotism Policy.

The recommendations being presented represent the combined effort of the Task Force with input from constituent groups throughout each stage of the process. New language is indicated in bold and underlined text; recommendations for deleted language are shown with strikethroughs. These recommendations have also been vetted through Chancellor's Cabinet, Gneral Counsel, and are now presented for the first reading by the Board of Trustees.

GENERAL PERSONNEL POLICIES (Employment Principles)

050-1-1.9 Approved 02/05/03 Revised xx/xx/xx

NEPOTISM

It is the policy of the Coast Community College District that employees shall not participate in making recommendations or decisions affecting the employment, retention, tenure, work assignments, performance, promotion, demotion, or compensation of another employee to whom he/she is related by blood, marriage or adoption.

The Coast Community College District ("District") prohibits the practice of nepotism.

For the purpose of this Policy, nepotism is broadly defined as the practice of an employee or Trustee using his/her personal power or influence to aid or hinder another in the employment setting because of a current or past immediate family relationship, or any other current or past relationship by blood, adoption, marriage, cohabitation, or domestic partnership (as defined in Section 297 of the California Family Code.)

Examples of relationships covered by this Policy include, but are not limited to, the following:

registered domestic partners
parents and grandparents
siblings
children and grandchildren
in-laws and/or any relative living in the employee's home

This Policy is established to ensure that no employee or Trustee shall use his or her position or authority to influence hiring, compensation, tenure, retention, transfers, promotions, performance evaluation, disciplinary action, supervision, work assignments, or any other aspect of the District's day-to-day operations based on relationships defined in this Policy. Employment actions shall be conducted in a manner which prevents partiality, preferential treatment, improper influence, conflict of interest, or the appearance thereof. This Policy applies to all types of employment, including but not limited to full-time, part-time, temporary, student assistants, professional experts, and independent contractors.

This Policy does not prohibit the employment of relatives or registered domestic partners within the District. However, District employees shall not participate in making recommendations or decisions affecting any aspect of employment based on relationships as defined above.

The District administration will exercise due diligence in ensuring compliance with this Policy. -

It is recognized that current assignments may conflict with this Policy. When existing assignments, based on relationships as defined in this Policy, have a verified adverse impact on supervision, safety, security, or involve other conflicts of interest, or the appearance thereof, the District retains the right to determine, within the limitations of the District collective bargaining agreements, reasonable practical solutions. Such solutions may include, but are not limited to, reassignment, transfer or refusal to place related persons in the same department, division, or facility.

The District shall establish procedures, using a participatory governance model, to ensure compliance with this Policy.

Legal References:

Government code Section 12920 et seq., 1090 et seq.

2.02.05 Opportunity for the Board of Trustees to Review Instructional Materials Fees

Consideration of Instructional Material Fees

Coastline College

Effective S	prina	2010
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Deletions:	FROM	то
ESL C022 – ESL: Sentence Structure 2 ESL C026 – ESL: Conversation and Listening 2 ESL C412 – ESL: Sentence Structure 1 ESL C414 – ESL: Reading and Writing 1	\$4.00 \$4.00 \$4.00 \$4.00	\$0.00 \$0.00 \$0.00 \$0.00
	φ-1.00	Φ0.00
Effective Fall 2010		
Deletions:	FROM	то
Business Computing C202 – ColdFusion ESL C032 – Sentence Structure 3 ESL C034 – Reading and Writing 3 ESL C044 – Reading and Writing 4	\$20.00 \$4.00 \$4.00 \$4.00	\$0.00 \$0.00 \$0.00 \$0.00
Golden West College		
Effective Spring 2010		
Revisions (Decrease):	FROM	то
Criminal Justice G064 - Police Academy Regular Basic Course	\$475.00	\$110.00
Effective Fall 2010		
Revisions (Decrease):	FROM	то
Math G005 – Basic Mathematics Math G008 – Prealgebra Math G010 – Elementary Algebra Math G030 – Intermediate Algebra Nursing G100 – Nursing Process 1	\$3.50 \$3.50 \$3.50 \$3.50 \$220.00	\$3.00 \$3.00 \$3.00 \$3.00 \$219.00
Revisions (Increase):	FROM	то
Biology G100 – Intro to Biology Biology G100H – Intro to Biology, Honors Biology G210 – General Microbiology CBA G119 – Administrative Business Procedures CBA G120 – QuickBooks Pro CBA G195 – Acrobat, Introduction Criminal Justice G070 – Sergeant Supervisory Criminal Justice G092 – SWAT Basic Course	\$4.50 \$4.50 \$11.00 \$2.00 \$2.00 \$2.00	\$5.00 \$5.00 \$13.00 \$4.00 \$4.00 \$61.00
Ommindi adalice Class — SAAVT Basic Contise	\$63.00	\$68.00

Nursing G150 – Nursing Process II Nursing G190 – Transition to Registered Nursing Nursing G200 – Nursing Process III Nursing G250 – Nursing Process IV		\$310.00 \$310.00 \$205.00 \$261.00
Orange Coast College		
Effective Fall 2010		
Deletions:	FROM	то
Art A141 – Sculpture 1 Art A241 – Sculpture 2 Fashion A110 – Applied Textiles and Design	\$29.00 \$15.00 \$34.00	\$0.00 \$0.00 \$0.00
Revisions (Increase):	FROM	то
Digital Media Arts & Design A182 – Graphic Design Digital Media Arts & Design A190 – Illustration & Comp Graphics w/Adobe Illus.	\$10.00 \$21.00	\$23.00 \$30.00

New Course with Fee:

Culinary Arts A270 - Ice Carving	\$30.00
EMT A151 - Clinical Intern	\$55.00

2.02.06 Awards and Accolades 2009-2010

Recognition of District-wide awards and accolades for 2009-2010 (See Attachment # 4)



2009-10 Awards and Accolades.pdf

2.02.07 Opportunity for the Board of Trustees to Review Proposed Revisions to Policy 030-9-1, "Student Role in Governance"

After review by the Secretary of the Board and District General Counsel, it is recommended by the Board Clerk that Trustees have the opportunity to review proposed revisions to the Policy, "Student Role in Governance." The proposed revisions ensure continued compliance with Title 5 Regulations. After Trustee review and comment, this item will be returned to the Action Section of the August 18, 2010 Agenda for adoption. (See Attachment # 5)



2.02.08 Opportunity for the Board of Trustees to Review Proposed Revisions to Policy 010-2-7, "Compensation for Trustees"

At this time, Trustees shall have the opportunity to review proposed changes to Board Policy 010-2-7, "Compensation for Trustees." Changes are marked in **bold** and deletions are marked in strikethrough.

Recommendation: It is recommended by Board President Patterson that Board Policy 010-2-7 entitled "Compensation for Trustees" be amended by making a technical correction and by the addition of the following paragraph:

"No compensation shall be paid to any Trustee who would be eligible to receive service credit in the Public Employees Retirement System on the basis of such compensation."

This amendment has been reviewed by General Counsel for legal sufficiency.

<u>Rationale:</u> The Board of Trustees has the right under State law to control Board compensation. The Board of Trustees has the duty and obligation to preserve and protect all District and public taxpayer funds. The Board finds that the current compensation paid to Trustees is satisfactory.

The Board further finds that there is a huge impact upon retirement benefits which may accrue to an individual Trustee if that Trustee's compensation provides service credit time in the Public Employees Retirement System.

The public generally has knowledge of Trustee compensation, which is an open and transparent matter. However, the public taxpayer has no knowledge of the huge retirement benefits that accrue to an elected Trustee who also receives PERS service credit for the same Trustee time. The retirement benefit is expanded exponentially so that the financial burden becomes a huge cost. This financial burden will have to be paid by the District and State taxpayers over many years. This Board should take action to right this wrong to the taxpayers.

The Ethics Code of the Board of Trustees states:

"As elected representatives of the community, Members of the Board of Trustees of the Coast Community College District have been granted a position of 'Trusteeship' over the District and its three colleges. Trustees and governing boards have the responsibility to be fair, legal, ethical and accountable. Trustees shall be independent, impartial and responsible in their judgment and actions in the governance of the District Trustees shall conduct themselves in an ethical manner that does not present the appearance of a Conflict of Interest."

Further, the Code of Ethics states in paragraph 10 that Board Members shall:

"Avoid any conflict of interest or the appearance of impropriety that could result because of the Trustee's position, and avoid intentionally using the Trusteeship for personal gain."

Board President Patterson requests a motion to approve the policy amendment and place this item on the Action (Green) pages for final consideration during the August 4, 2010 meeting.

INTRODUCTION

(Board of Trustees)

010-2-7 Approved 11/20/85 Revised 06/04/91 Revised 01/22/97 Revised 12/12/01 Revised 02/19/03 Revised XX/XX/XXXX

COMPENSATION FOR TRUSTEES

Compensation of Trustees shall be the amount permitted under Education Code 72425Section 72024, with an increase of 5%, as approved on an annual basis by the Board of Trustees; except that such amount shall be reduced by a pro-rata amount for each Board meeting not attended by a Trustee in a particular calendar month unless the bBoard, by Resolution, finds that the Trustee was, at the time of the meeting, performing services for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

No compensation shall be paid to any Trustee who would be eligible to receive service credit in the Public Employees Retirement System on the basis of such compensation.

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Education Code 72425Section 72024

2.03 Review of Buildings and Grounds Reports

Meeting:

07/21/2010 Regular Meeting

Category:

2. General Information and Reports

Agenda Type: Information

Public Access: Yes

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2.03 Review of Buildings and Grounds Reports

Orange Coast College New Consumer Health & Science Lab (ABC) Building

Architect: LPA Architecture

Construction Manager: CW Driver Est. Completion: November 2010

Funding: Measure C General Obligation Bond and State Capital Outlay Funds

Project Status: Since completion of the "mock up" water testing last month, significant progress has been made on the building exterior. The brick veneer siding and glass has been installed on much of the building and the finished exterior fascade is a quickly approaching milestone. While interior finish work is underway, the surrounding site work (i.e. utility connections, walkway construction/reconstruction) has been the emphasis of construction during summer months (while it is least disruptive to campus activities).

Orange Coast College Student Center Renovation

Architect: AEPC Architecture Construction Manager: CW Driver

DSA Approval: April 2010 Construction Start: June 2010 Est. Completion: January 2011

Funding: Measure C General Obligation Bond

Project Status: The de-construction/demolition of the existing Student Center has been completed. Currently, the building utilities (i.e. sewer, fire line, electrical) are being reconfigured and the footings are being poured in preparation for the extended building footprint. The ASOCC offices have been relocated to a modular building and the temporary kitchen facilities are on-site and expected to be fully operational for the Fall semester.

Golden West College Learning Resource Center

Architect: Steinberg Group Construction Manager: URS DSA Approval: March 2008 Construction Start: July 2008 Est. Completion: September 2010

Funding Source: Measure C General Obligation Bond

Project Status: The exterior building fascade is completed and this structure is prominent landmark on campus as well as for the neighboring community. Utilities, drywall, and finishes continue on the building interior. Many trades have agreed to bring in additional manpower and run concurrent work crews in an

effort to advance the current estimated completion date of September 22nd. It is expected that the building will be furnished, commissioned, and operational for the Spring 2011 semester.

Coastline College Newport Beach Learning Center

Architect: LPA Architecture

Construction Manager: CW Driver

DSA Approval: Pending (Estimated December 2010)

Est. Construction Start: August 2011

Est. Completion: January 2012

Funding: Measure C General Obligation Bond

Project Status: This project has been split into two phases. The first phase of this project, including the demolition of the existing structures and the preparation of underground utilities, will bid on August 3rd, and recommended to the Board for approval on August 18, 2010. The second phase (building construction) was submitted to the Division of State Architects on July 14, 2010. Pending DSA approval, the building construction anticipated to start in January 2011.

Additional/Administrative/Coments

ACEMENTER

2.04 Review of Quarterly Internal Audit Report

Meeting: Category: 07/21/2010 Regular Meeting

2. General Information and Reports

Agenda Type: Information

Public Access: Yes

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2.04 Review of Quarterly Internal Audit Report

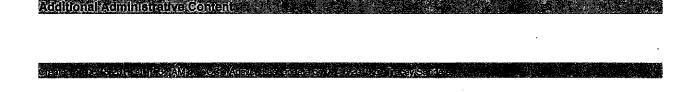
The following Activity Report for the period April 1, 2010 to June 30, 2010, is submitted by: Richard Kudlik, CPA, Director of Internal Audit Services.

STATUS OF AUDIT WORK PERFORMED DURING THE **QUARTER ENDED JUNE 2010**

- Change Fund Audit During the reporting period, Internal Audit Services performed random counts of change funds at all of the campuses. No significant issues were noted.
- Review of Bank Reconciliations During the reporting period, Internal 2. Audit Services reviewed account reconciliations for open bank accounts for the quarter ended March 31, 2010. No significant issues were noted.
- GASB 35 Facilitation (Capital Assets) During the reporting period, Internal Audit Services assisted the campuses in the input of capital assets purchased exceeding the \$5,000 threshold previously set. In addition. random selections were made of assets purchased during fiscal 2009/2010 at each campus and verified as being tagged with the assigned asset number. No significant issues were noted.
- 4. Payroll - During the reporting period, Internal Audit Services reviewed changes made to each payroll report from January 1, 2010 through March 31, 2010 and selected a random sample of changes to ensure that proper authorization existed to justify the change made to the respective payroll report. No significant issues were noted.
- 5. Construction Project Audits - During the reporting period, Internal Audit Services regularly attended three (3) weekly construction project meetings and others as requested, at all campuses to ensure proper compliance with District procedures and state requirements. No significant issues were noted.
- GASB 45 Actuarial Valuation During the reporting period, Internal Audit Services worked with the Benefits department to provide information to the two (2) Board approved actuaries in order to determine the District's retiree health liability for auditing purposes in accordance with GASB 45. The

final reports are expected to be completed in August.

- 7. <u>Bookstore Inventory Observation</u> During the reporting period, Internal Audit Services observed the final physical inventory counts at Golden West and Coastline Colleges prior to being taken over by Follett Higher Education. In addition, Internal Audit Services assisted with the proper close-out of the bookstore accounting records prior to year-end.
- 8. <u>Fixed Asset Inventory</u> During the reporting period, Internal Audit Services observed the fixed asset physical inventory performed by Golden West College Technology Support Services and by Orange Coast College Bursars Office to ensure adequate procedures were being performed. No significant issues noted.
- 9. <u>Coordination of External Audit</u> During the reporting period, Internal Audit Services coordinated the preliminary audit fieldwork of Vicenti, Lloyd & Stutzman LLP for fiscal year 2009/2010. Final audit testing is scheduled to be performed on the Campuses in August and at the District in October.



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3.00 Consent Calendar

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

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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

Addicant/confiderative content

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3.01 Curriculum Approval

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

Category: 3. Consent of Agenda Type: Information Public Access: Yes

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3.01 Curriculum Approval

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NONE

Additional Administrative Content

CCCD Agenda 07/21/10

3.02 Travel Authorizations - Board and Staff

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information

Public Access: Yes

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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

Walter G Howald, Board Member (CCCD), to attend the California Community College Trustees/Board of Governors Joint Meeting, September 11 - 13, 2010, Sacramento, CA, with no reimbursement authorized from District funds, including travel by Air Coach, to be paid from sponsoring organization.

Walter G Howald, Board Member (CCCD), to attend the California Community College Trustees Meeting, July 9, 2010, Sacramento, CA, with no reimbursement authorized from District funds, including travel by Air Coach, to be paid from sponsoring agency. Due to the timing of this meeting, it is respectfully requested that this trip be approved retroactively.

Walter G Howald, Board Member (CCCD), to attend the Association of Community College Trustees Summer Retreat/Board Meeting, July 29 - August 1, 2010, Chicago, IL, with no reimbursement authorized from District funds, including travel by Air Coach, to be paid from sponsoring organization.

Conrad J Moreno, Board Member (DIST), to attend the San Diego Naval Graduation Recognition Ceremony, June 9 - 10, 2010, San Diego, CA, with reimbursement for allowable expenses of \$60, to be paid from District Conference funds. The reason for this revision is to revise travel dates and and add lodging.

(2) Meetings for Faculty and Staff

Oluwaseyi O Awoleye, Accounting Tech Sr (CCCD), to attend the CA Community Colleges Banner Users Group 2010 (3CBG) Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference funds.

Robin A Boyle, Mil/Cont Ed Tech Int (CCC), to attend the Coast Guard Personal Service Support Unit, August 3, 2010, San Pedro, CA, without loss of salary, with reimbursement for allowable expenses of \$50, to be paid from Contract Education Auxiliary funds.

Louise B Comer, Dir Of Fiscal Svcs (GWC), to attend the CA Community Colleges Banner Users Group 2010 (3CBG) Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference funds.

Marius Cucurny, Instructor (GWC), to attend the Building Performance Institute Analyst Course, August 9-13, 2010, Culver City, CA, without loss of salary, with reimbursement for allowable expenses of \$2,100, including a registration fee of \$1,595, to be paid from VTEA/Perkins funds.

Ding-Jo H Currie, Chancellor (CCCD), to attend the Association of Community College Trustees Annual Congress, October 19-23, 2010, Toronto, Canada without loss of salary, with reimbursement for actual expenses, including a registration fee of \$80, travel by Air Coach, to be paid from Chancellor's conference funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the 16th Annual International Conference on Online Learning (SLOAN-C), November 2-5, 2010, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1,225, including travel by Air Coach, rental car and insurance, to be paid from ISD Ancillary funds.

Lynn M Dahnke, Telecrs Marketng Dir (CCC), to attend the The College Music Society's 2010 Annual Conference, September 22-26, 2010, Minneapolis, MN, without loss of salary, with reimbursement for allowable expenses of \$1,650, including travel by Air Coach, to be paid from ISD Ancillary funds.

Corine L Doughty, Director, Career Services (OCC), to attend the California Community College Association for Occupational Educators Board Meeting, July 7 - 8, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from Career Ed funds.

Farzane Farazdaghi, Hourly Instructor (GWC), to attend the The Ojai Teaching Academy, August 1-7, 2010, Ojai, CA, without loss of salary, with reimbursement for allowable expenses of \$1,500, including a registration fee of \$100, to be paid from Foundation funds.

Paula S Fullerton, Systems Analyst Specialist (CCCD), to attend the CA Community Colleges Banner Users Group 2010 (3CBG) Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference funds.

Daniel O Gorman, Systm/Ntwrk Anlyst 1 (CCCD), to attend the Red Hat Linux System Admin (RH131), August 22, 2010 - 27, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$3,900, including a registration fee of \$2,165, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds Training.

Daniel O Gorman, Systm/Ntwrk Anlyst 1 (CCCD), to attend the Red Hat Networking and Security (RH253), October 18, 2010 - 21, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$2,360, including a registration fee of \$2,165, to be paid from Voyager Conference Funds Training.

Daniel O Gorman, Systm/Ntwrk Anlyst 1 (CCCD), to attend the Red Hat Linux - Virtualization, November 1, 2010 - November 4, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$2,850, including a registration fee of \$2,512, to be paid from Voyager Conference Funds Training.

Ashley B Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Office Hours, July 22, 2010, Oceanside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

Ashley B Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Office Hours, Juy 29, 2010, Oceanside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

Thomas C Hersh, Instructor (GWC), to attend the Building Performance Institute Analyst Course, August 9-13, 2010, Culver City, CA, without loss of salary, with reimbursement for allowable expenses of \$2,100, including a registration fee of \$1,595, to be paid from VTEA/Perkins funds.

Jacqueline Hils-Williams, Instructor/Coord (GWC), to attend the Residency Program Task Force, August 17, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including travel by Air Coach, to be paid from Nursing Projects Fund.

Catherine S Hutchison, Staff Asst Sr (OCC), to attend the CA Community Colleges Banner Users Group Conference 2010 (3CBG), September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds Update Banner.

Danny C Jones, Administrative Dean (CCC), to attend the 16th Annual Sloan-C International Conference on Online Learning, November 2-5, 2010, Orlando, FL, without loss of salary, with reimbursement for allowable expenses of \$1,225, including travel by Air Coach, rental car and insurance, to be paid from Development Travel Expense funds.

Valerie A Klein, Instructor (GWC), to attend the Healing Touch Level II, June 26-27, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$380, including a registration fee of \$365, to be paid from IPD AFT conference funds. The reason for this revision is to correct the registration amount.

Karen A Kuehner, Staff Aide (GWC), to attend the CA Community Colleges Banner Users Group 2010 Conference (3CBG), September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds.

Shawn A Mann, Mgr Mil Prg Outreach (CCC), to attend the Fort Bliss Career Center Configuration Sergeant Major's Academy Indoctrination, August 2-5, 2010, El Paso, TX, without loss of salary, with reimbursement for allowable expenses of \$1,600, including travel by Air Coach, rental car and insurance, to be paid from Military Contract Education/Ancillary funds.

Melinda J Masters, Hourly Instructor (CCC), to attend the IDEA World Fitness Convention, August 5-8, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$399, to be paid from PDI Conference & Workshops.

Gena O Merrigan, Staff Asst Sr (GWC), to attend the Association of Chief Human Resources Offices, October 19-22, 2010, Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$75, travel by Air Coach, to be paid from EEO/Staff Diversity Funds.

Melissa M Moser, Dir Financial Aid (OCC), to attend the CA Community Colleges Banner Users Group 2010 (3CBG) Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds.

Michelle Y Neal, Telecommunicatns Ast (CCCD), to attend the CA Community Colleges Banner Users Group 2010 (3CBG) Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds.

Melinda A Nish, Vice President (OCC), to attend the California Community Colleges Chief Instructional Officers Consultation Council, August 18 - 19, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$600, including travel by Air Coach, to be paid from VPI Management Conferences funds.

Denise M Orme, Hourly Instructor (GWC), to attend the American Psychological Association 118th Annual Convention, August 11-13, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$305, to be paid from CCA Conference Funds.

Babak Ostovarpour, Sys/Netwrk Anlst II (CCCD), to attend the Red Hat Linux System Admin (RH131), August 22, 2010 through August 27, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$3,900, including a registration fee of \$2,165, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds Training.

Babak Ostovarpour, Sys/Netwrk Anist II (CCCD), to attend the Red Hat Networking and Security (RH253), October 18, 2010 through October 21, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$2,360, including a registration fee of \$2,165, to be paid from Voyager Conference Funds Training.

Babak Ostovarpour, Sys/Netwrk Anlst II (CCCD), to attend the Red Hat Linux - Virtualization; November 1, 2010 through November 4, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$2,850, including a registration fee of \$2,512, to be paid from Voyager Conference Funds Training.

Brenda A Perdue, Staff Assistant (CCC), to attend the 2010 California Community Colleges Banner User's Group Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from District Information Services funds.

Jodi L Rodriguez, Telecourse Mrktng Co (CCC), to attend the 2010 California Community Colleges Banner User's Group Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from District Information Services funds.

Deborah A Tetnowski, Sys Analyst Special (CCC), to attend the CA Community College Banner Users Group Conference (3CBG), September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds Learn about Banner Software.

Susan K Wall, Staff Specialist (GWC), to attend the CA Community Colleges Banner Users Group 2010 (3CBG) Conference, September 28, 2010, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$50, to be paid from Voyager Conference Funds.



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3.02.01 Authorization for Student Trips - Coastline Community College

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

Category:

Agenda Type: Public Access: Yes

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3.02.01 Authorization for Student Trips -**Coastline Community 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.

NONE

Additional Administrative Content

3.02.02 Authorization for Student Trips - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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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.

Cross Country Team Overnight Trips Fall 2010 Locations & Dates: San Diego - November 5-6, 2010 Fresno - November 19-21, 2010 (if they qualify)

Department: PE/Athletics

Cost/purpose/funding source: \$1,500 for lodging and meals from trust funds.

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Track Team Overnight Trip 2010 Location: Paimdale, California Date(s): May 21-23, 2010 Department: Athletics

Cost/purpose/funding source: \$675 for lodging and meals from trust/ASGWC funds.

National Student Nurses Association Convention

Location: Lake Buena Vista. Florida

Date(s): April 6-11, 2010

Department: Student Activities

Cost/purpose/funding source: \$6,616 for airfare, registration, lodging, and miscellaneous supplies from

club funds.

(Revision is to increase the total cost from \$3,616 to include airfare. Previous Board approval; 3/3/10.)

CCCD Agenda 07/21/10

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3.02.03 Authorization for Student Trips - Orange Coast College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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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.

Fall 2010/Winter 2011 – OCC Overnight Athletic Trips:

Men's Basketball, Coach: Steve Spencer

Assistant Coaches: Duy Tran, Steve Tamanaha, Guy Perry

November 10-14, Ventura Tournament, Ventura

February 22-24, Southern California Regionals - 1st Round, TBA

February 24-27, Southern California Regionals - 2nd Round, TBA

March 1-3, Southern California Regional Semi-Finals, TBA

March 4-6, Southern California Regional Finals, TBA

March 10-14, State Championships, TBA

Women's Basketball, Coach: Mike Thornton

Assistant Coaches: Steve Popovich, Teeya Fernandez

November 4-8, Stanford Basketball Experience, Palo Alto

November 17-21, Santa Barbara Tournament, Santa Barbara

December 1-5, Cuesta Tournament, San Luis Obispo

December 27-31, Ventura Tournament, Ventura

February 22-24, Southern California Regionals – 1st Round, TBA

February 24-27, Southern California Regionals – 2nd Round, TBA

March 1-3, Southern California Regional Semi-Finals, TBA

March 4-6, Southern California Regional Finals, TBA

March 10-14, State Championships, TBA

Men's & Women's Cross Country, Coach: Marco Ochoa

Assistant Coaches: John Knox, David Fier, Larry Knuth

September 10-12, Fresno Invite, Woodward Park/Fresno

October 8-10, So Cal Preview Meet, Mission Park/San Diego

November 5-7, Southern California Championships, Mission Park/San Diego

November 19-21, State Championships, Woodward Park/Fresno

Men's Soccer, Coach: Laird Hayes

Assistant Coaches: Glenn Strachan, Chris Ketcham

November 19-21, Southern California Regionals - 1st Round, TBA

November 22-24, Southern California Regionals - 2nd Round, TBA

November 26-28, Southern California Finals, TBA

December 2-6, State Championships, TBA

Women's Soccer, Coach: Kevin Smith

Assistant Coaches: Alyson Spencer, Heather Hutton, Glenn Strachan

September 1-4, Ventura Tournament, Ventura

November 19-21, Southern California Regionals – 1st Round, TBA November 22-24, Southern California Regionals – 2nd Round, TBA

November 26-28, Southern California Finals, TBA

December 2-6, State Championships, TBA

Women's Volleyball, Coach: Chuck Cutenese

Assistant Coaches: Adrian Delgado, Dodi Drozd, Drew Ginther November 22-24, Southern California Regionals – 1st Round, TBA November 26-28, Southern California Regionals – 2nd Round, TBA

November 29-December 1, Southern California Regionals – 3rd Round, TBA

December 2-6, State Tournament, TBA

Men's Water Polo, Coach: Julian Gonzalez

Assistant Coach: N/A

October 14-17, Cuesta Tournament, San Luis Obispo

November 11-14, Southern California Regionals, Citrus College November 17-21, State Championships, American River College

Women's Water Polo, Coach: Anthony lacopetti

Assistant Coach: Adam Lee

November 30-October 3, Cuesta Tournament, San Luis Obispo

October 7-10, Pasadena Tournament, Pasadena

November 4-7, OEC Championships, TBA

November 9-14, Southern California Championships, TBA

November 17-21, State Championships, TBA

UC Irvine Team Upl Location: Irvine, CA Date: August 2010

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding: NTE \$2,000 for registration, program fees, lunch, and supplies

Transportation: District

Student Senate for CA Community Colleges Region 8 Meetings

Location: Various community colleges in Region 8

Dates: July 2010 - July 2011

Department: Associated Students of Orange Coast College (ASOCC)

Cost/Purpose/Funding: NTE \$500 for supplies, refreshments, and related expenses

Transportation: Student personal vehicles

California-Nevada-Hawaii District of Circle K International Fall Training Conference

Location: Old Oak Ranch, Sonora, CA

Dates: November 5-7, 2010 Department: College Life

Cost/Purpose/Funding Source: Each student attending to pay \$100 registration fee (includes

housing/meals except while driving). Partial support provided by Kiwanis Club of Costa Mesa. No cost to District. Annual conference provides leadership training and skills for working in community service.

Transportation: District/or private vehicles. An advisor will accompany the students.

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3.02.04 Approval of Student Trips - District

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action (Consent)
Public Access: Yes

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3.02.04 Approval of Student Trips - District

After review by the Secretary of the Board, it is recommended by the Board Clerk that the Board authorize the Student Trustee to attend monthly meetings of the Student Senate of California Community Colleges, held in Sacramento or San Francisco, from July 2010 through May 31, 2011.

The Student Trustee holds an At-Large State Senator position on the Student Senate and in fulfillment of his duties, is required to attend monthly meetings. All travel and meeting costs are to be paid for by the Student Senate of California Community Colleges.

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

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3.03 General Items

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

Additional Administrative (content

Category:

Agenda Type: Information

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Public Access: Yes

3.03 General Items

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3.03.01 Authorization for Special Projects - Coastline Community College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.01 Authorization for Special Projects - Coastline Community College

Business Education Statewide Advisory Committee (BESAC) Meetings

Date: Various dates throughout 2010-11

Location: Various

Department: Office of Instruction

Purpose: Advisory Committee to the State Chancellor's Office

Cost/Purpose: NTE \$5,000/Materials

Funding Source: Business Education Statewide Advisory Committee (BESAC) Contract funds

27th Annual Business Education/CIS Faculty and Staff Development Conference

Date: April 7-9, 2011

Location: Four Points by Sheraton, Sacramento

Department: Office of Instruction

Purpose: Host annual conference as required by the Business Industry Collaborative (BIC) grant

Cost/Purpose: NTE \$35,000/Materials

Funding Source: Business Education Statewide Advisory Committee (BESAC) Contract funds, Business

Education Committee Foundation funds, and Business Industry Collaborative (BIC) Grant funds

Second Step Transitions
Date: October 15-17, 2010
Location: Art Gallery

Department: Art Department

Purpose: Art display and community relations Cost/Purpose: No cost to the College or District.

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3.03.02 Authorization for Special Projects - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.03.02 Authorization for Special Projects - Golden West College

Men's & Women's Water Polo Mini Tournaments

Date(s): Fall 2010

Department: HE/PE/Athletics Purpose: Hosting a tournament

Cost/purpose/funding source: \$1,500 for payment of game officials and helpers from

auxiliary funds.

Internet Radio Broadcasting of Football Games (KBPK)

Date(s): Fall 2010

Department: HE/PE/Athletics

Purpose: Live broadcasting of football games

Cost/purpose/funding source: \$275 for radio broadcasting from auxiliary funds.

Men's & Women's Cross Country Invitational

Date(s): September 24, 2010 Department: HE/PE/Athletics

Purpose: Hosting a cross country meet

Cost/purpose/funding source: \$3,500 for food, game officials, helpers and trophies from

auxiliary funds.

Track Team Banquet
Date(s): June 3, 2010
Department: PE/Athletics

Purpose: Awards ceremony and lunch for track team

Cost/purpose/funding source: \$650 for food and supplies from trust account.

Baseball Team Banquet Date(s): May 27, 2010 Department: PE/Athletics

Purpose: Awards ceremony and lunch for baseball team

Cost/purpose/funding source: \$250 for food and supplies from trust account.

GWC Jazz Band - Have a Jolly, Jazzy Christmas

Date(s): November 29, 2010

Department: Music

Purpose: Student big band fall concert

Cost/purpose/funding source: \$1500 for refreshments, facilities, printing, and supplies to be covered by admission fees (\$12 general; \$10 ASB/GWC, seniors and children under

12) from Jazz Band Trust and ASB funds.

GWC Jazz Improvisation Ensemble - Jazz Alert

Date(s): December 6, 2010

Department: Music

Purpose: Student jazz concert

Cost/purpose/funding source: \$1,000 for refreshments, facilities, printing, and supplies to

be covered by \$5 admission fees from Jazz Band Trust and ASB funds.

Assist Orange County/Long Beach and Inland Empire Consortia with Clinical Placement Website Upgrade

Date(s): July 22 - June 30, 2010

Department: Health Professions RHORC

Purpose: Assist in funding website upgrade for Clinical Placement tool

Cost/purpose/funding source: \$2,000 for website upgrade fees from RHORC Trust funds.

Courtyard of Honor 2010 Date(s): October 28, 2010 Department: Foundation

Purpose: Annual recognition ceremony for donors and alumni

Cost/purpose/funding source: \$18,000 for food/refreshments, supplies, and printing from

Foundation funds.

Online Instruction Blackboard 9 Workshop

Date(s): August 27, 2010 Department: Online Instruction

Purpose: Train online faculty in the new version of Blackboard

Cost/purpose/funding source: \$1,000 for food, drinks and utensils from Online Electronic

Resources funds.

Juried Art Gallery Exhibit by the La Printmaking Society

Date(s): October 28 - November 17, 2010

Department: Art Department

Purpose: Illustrate & exhibit both historical and modern techniques to students

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, vendors, and

supplies from Art Gallery Trust, ASB, and Art Gallery Foundation funds.

Art Gallery Photography Exhibit

Date(s): September 16 - October 13, 2010

Department: Art Department

Purpose: Exhibit photographic images by Chinese artists

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, vendors, and

supplies from Art Gallery Trust, ASB, and Art Gallery Foundation funds.

Holiday Art Sale

Date(s): November 30 - December 1, 2010

Department: Art Department Purpose: Showcase student work

Cost/purpose/funding source: \$1,000 for refreshments, facilities, printing, and supplies

from ASB and Art Department Foundation funds.

Music Concert "Pieces of History"

Date(s): December 4, 2010

Department: Music

Purpose: Student music concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies to be covered by admission fees (\$12 general; \$10 ASB/GWC, seniors and children under

12) from Music/Choral Trust, ASB, and Choral Foundation funds.

Symphonic Band - Fall into Winter Concert

Date(s): December 7, 2010 Department: Music Department Purpose: Student Symphonic Band concert

Cost/purpose/funding source: \$1,500 for refreshments, facilities, printing, and supplies to be covered by admission fees (\$12 general; \$10 ASB/GWC, seniors and children under 12) from Music/Choral Trust, ASB, and Choral Foundation funds.

Arts & Letters Division and the Ballet Repertory Theater Fall Festival

Date(s): September 11 - 12, 2010

Department: Theater

Purpose: Dance/ballet concerts

Cost/purpose/funding source: 50% of gross ticket sales (\$16 general, \$13 ASB/GWC,

seniors and children under 12) from Theater Income Trust funds.

Arts & Letters Division and the Ballet Repertory Theater Present The Nutcracker Ballet

Date(s): December 11 - 24, 2010

Department: Theater

Purpose: Dance/ballet concerts

Cost/purpose/funding source: 50% of gross ticket sales (\$16 general; \$15 ASB/GWC and

seniors, \$14 children under 12) from Theater Income Trust funds.

Security for US Surfing Open

Date(s): July 31, 2010 - August 8, 2010

Department: PE/Athletics

Purpose: Fundraiser for soccer program

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

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3.03.03 Authorization for Special Projects - Orange Coast College

Meeting: Category:

07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.03 Authorization for Special Projects - Orange Coast College

Co-sponsorship of district feeder high school soccer, tennis, swimming & diving, water polo, baseball, and track events on the OCC campus during the 2010-2011 year

Date: 2010-2011 academic year (July 22, 2010 - June 30, 2011)

Department: OCC Physical Education & Athletics

Purpose: The purpose is to increase awareness of the OCC campus and its facilities, which will help with

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

OCC Cheer & Dance "Goodbye Show" performances in the OCC gym.

Date: Various dates throughout the 2010-2011 academic year (July 22, 2010 - June 30, 2011)

Department: OCC Physical Education & Athletics

Purpose: The purpose is to increase awareness of OCC and its Cheer & Dance programs.

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

Co-sponsorship of United States Tennis Association (USTA) tournaments on the OCC tennis courts.

Date: Various dates between July 22, 2010 – June 30, 2011 (2-4 dates total)

Department: OCC Physical Education & Athletics

Purpose: These tournaments will promote awareness and exposure of the OCC campus and athletic

programs, which will help with recruiting.

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

The OCC Men's and Women's Cross Country teams to participate in a Cross Country Running Camp.

Location: Mammoth Lakes, CA Date: August 18-25, 2010

Department: OCC Physical Education & Athletics

Purpose: The camp is a supplement to the summer training class and fall team class for the OCC Cross

Country teams.

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

Vanguard University would like to hold track & field workouts on the OCC track.

Date: Various dates throughout the 2010-2011 academic year (July 22, 2010 - June 30, 2011)

Department: OCC Physical Education & Athletics

Purpose: The benefit to the college is that all Vanguard athletes enroll in an OCC PE A108 class and they compliment the OCC track & field workouts by working out alongside the OCC track & field team. The workouts will also promote awareness and exposure of the OCC campus and athletic programs.

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

American Red Cross CPR Certification classes

Date: 2010-2011 academic year (July 22, 2010 - June 30, 2011)

Department: OCC Physical Education & Athletics Purpose: To re-certify OCC faculty and staff.

Cost/Purpose/Funding Source: The cost of the CPR cards will vary depending on the number participating and the current amount charged by the American Red Cross for the CPR cards. The cards will be paid for out of an Ancillary Account.

Various athletic team banquets and gatherings

Date: July 22, 2010 - June 30, 2011

Department: OCC Physical Education & Athletics

Purpose: To provide supplementary activities to members of the various athletic teams.

Cost/Purpose/Funding Source: Refreshments will be served at the banquets, and the cost will vary depending on attendance. All expenses will be paid out of the participating team's ancillary accounts,

division ancillary accounts, and through the purchase of tickets by guests.

Athletic teams to host and/or participate in events at other colleges and sites

Date: July 22, 2010 - June 30, 2011

Department: OCC Physical Education & Athletics

Purpose: To assist in recruitment by increasing awareness of the campus and athletic programs

Cost/Purpose/Funding Source: All expenses will be paid out of the participating team's ancillary accounts.

Various meetings and conferences Date: July 22, 2010 – June 30, 2011

Department: OCC Physical Education & Athletics

Purpose: To meet with other coaches and discuss issues relevant to their respective sports.

Cost/Purpose/Funding Source: The cost for attending these meetings will be paid out of the participating

team's ancillary accounts and/or division ancillary accounts.

Coaches' meetings, division meetings, and press conferences

Date: July 22, 2010 - June 30, 2011

Department: OCC Physical Education & Athletics

Purpose: Host various coaches' meetings, division meetings, and press conferences. Refreshments may be served at these meetings, and the cost will vary dependent on attendance.

Cost/Purpose/Funding Source: Cost for refreshments will be paid out of the participating team's ancillary

accounts and/or the Dean's Discretionary Account.

Appreciation Luncheon

Date: May 2011

Department: OCC Physical Education & Athletics

Purpose: The Physical Education & Athletics Division will host an Appreciation Luncheon to thank the

various departments that assist the division throughout the year.

Cost/Purpose/Funding Source: All expenses will be paid out of division ancillary accounts and/or general

fund accounts.

Annual Athletic Hall of Fame Induction Ceremony and Reception

Date: September or October 2010

Department: OCC Physical Education & Athletics

Purpose: To recognize the achievements and contributions of former athletes, coaches, and members of

the PE & Athletics division.

Cost/Purpose/Funding Source: All expenses will be paid out of division ancillary accounts and/or general

fund accounts, to include refreshments

National Intercollegiate Soccer Officials Association (NISOA) Meeting

Date: August 2010

Department: OCC Physical Education & Athletics

Purpose: The meeting will promote awareness of the college facilities and the men's and women's soccer

programs.

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

Banff Radical Reels Film Festival Date: September 29, 2010 Department: Foundation/Library

Purpose: Fundraiser for Friends of the Library

Cost/Purpose/Funding Source: Expenses NTE \$2,500 from proceeds

Friends of the Library Book Sale

Date: October 26, 2010

Department: Foundation/Library

Purpose: Fundraiser for Friends of the Library

Cost/Purpose/Funding Source: Expenses NTE 500 from Foundation funds

Orange County Children's Book Festival

Date: October 3, 2010

Department: Foundation/Timeless Learning LLC Purpose: Community outreach to promote literacy

Cost/Purpose/Funding Source: Expenses NTE \$10,000 from event proceeds and Foundation funds

1975 Championship Football Team Reunion

Date: October 3, 2010

Department: Foundation/Physical Education & Athletics

Purpose: Alumni Relations

Cost/Purpose/Funding Source: Expenses NTE \$3,000 from Foundation funds

Meetings and Receptions

Date: July 1, 2010 through June 30, 2011

Department: Foundation and various Foundation supported fundraising groups and committees

Purpose: Support Foundation activities

Cost/Purpose/Funding Source: Expenses to include breakfast, lunch, or dinner dependent on number of

attendees to be paid from Foundation funds

Green Coast Day Date: April 6, 2011

Department: Staff Development

Purpose: Staff Development, Marine Science, and International Business to host the sixth annual spring environmental event at OCC. Event to showcase electric and alternative energy vehicles and build

relationships between OCC and the community.

Cost/Purpose/Funding Source: T-Shirts, speakers, video, publicity, and related expenses NTE \$19,500

from Staff Development funds.

Children's Center 40th Anniversary Open House

Date: September 10, 2010

Department: Harry & Grace Steele Children's Center

Purpose: Host 40th Birthday Celebration to honor those who have given to the center.

Cost/Purpose/Funding Source: Expenses NTE \$1,200 from Foundation funds for cake, beverages,

printing of brochures, and honor plagues

General Activities for OCC Children's Center

Date: Fiscal Year 2010-2011

Department: Harry & Grace Steele Children's Center

Purpose: Special events to include overnight campouts on Children's Center grounds (to include parents); annual Trike-a-thon fundraiser; annual Fall Festival/Literacy Night; annual Thanksgiving Feast; annual Holiday Faire; winter and spring book fair; Spring Literacy Night; Summer Literacy Night; Teacher Appreciation Dinner; monthly Saturday garden work parties; evening Parent Orientation nights and Parent Enrichment activities; family picnics at local parks; fundraising events; onsite special events; and improvement activities with outside groups such as Kiwanis Club, National Charity League, Scout projects, and Beach City Service League.

Cost/Purpose/Funding Source: Expenses dependent on number of participants and events to be paid

from Foundation/ASOCC funds

Meetings and Events

Date: 2010-2011 Academic Year Department: Academic Senate

Purpose: Food, room rental, supplies, and related expenses

Cost/Purpose/Funding Source: Expenses dependent on number of participants and events to be paid

from Academic Senate funds

Various On-Campus Events
Date: 2010-2011 Academic Year
Department: Student Health Center

Purpose: Promote health and wellness for students, faculty, and staff. Events may involve off-campus

visitors, speakers, and meals.

Cost/Purpose/Funding Source: Expenses dependent on number of participants to be paid by

ASOCC/Foundation/Ancillary funds NTE \$1,000 per event

Alcoholics Anonymous Meetings Date: 2010-2011 Academic Year Department: Student Health Center

Purpose: Provide support for recovering alcoholics. Meetings to be held when Student Health Center is

open and staff are present.

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

Student Government Training

Date: August 2010

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: Training and teambuilding meetings for student government leaders in preparation for

2010-2011 term of office

Cost/Purpose/Funding Source: NTE \$1,500 for lunch, supplies, and miscellaneous expenses from

ASOCC funds

Constitution Day Celebration

Date: September 2010

Department: Associated Students of Orange Coast College (ASOCC) Purpose: Various events in support of Constitution Day celebrations

Cost/Purpose/Funding Source: NTE \$1,500 for equipment rentals, refreshments, supplies, prizes,

giveaways, and miscellaneous expenses from ASOCC funds

Student Services Fairs

Date: September 2010 and February 2011

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: Resource Fair highlighting Student Services departments and programs

Cost/Purpose/Funding Source: NTE \$1,000 for lunch, supplies, prizes, giveaways, and miscellaneous

expenses from ASOCC funds

ASOCC Promotional Items
Date: July 2010 – July 2011

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: Promotional items to give away at resource fairs, orientations, and meetings

Cost/Purpose/Funding Source: NTE \$2,000 for design and production of promotional items and supplies

Student Government Meetings Date: July 2010-July 2011

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: Various student government meetings to conduct business, training, and planning

Cost/Purpose/Funding Source: NTE \$2,000 for refreshments, supplies, and miscellaneous expenses

from ASOCC funds

Student Senate Elections

Date: Spring 2011

Department: Associated Students of Orange Coast College (ASOCC)

Purpose: Annual student government election

Cost/Purpose/Funding Source: NTE \$1,500 for promotional and publicity items, giveaways, food,

supplies, and related expenses

Transition Ceremony Date: May 2011

Department: Associated Students of Orange Coast College (ASOCC) Purpose: Student government transitional ceremony and dinner

Cost/Purpose/Funding Source: NTE \$1,200 for dinner, supplies, decorations, and miscellaneous

expenses from ASOCC funds

Various Events and Activities
Date: 2010-2011 Academic Year
Department: President's Office

Purpose: Activities during the year sponsored by the President's Office

Cost/Purpose/Funding Source: Costs to include food and related expenses NTE \$1,000 to be paid from

ancillary funds.

Meditation Classes

Date: 2010-2011 Academic Year

Purpose: Linda Salim, part-time faculty member at OCC to volunteer to teach meditation classes in the

OCC Student Health Center five afternoons per week

Cost/Purpose/Funding Source: No cost to the college. A Voluntary Activities Participation release form is

on file in the OCC Student Health Center.

Screening for Sexually Transmitted Infections

Date: 2010-2011 Academic Year

Purpose: Cyndie Chen, Family Nurse Practioner, to serve as a health professions volunteer in the OCC Student Health Center to provide free sexually transmitted infection screening for students. A Voluntary Activities Participation release form and curriculum vitae are on file in the OCC Student Health Center

Vision Screening

Date: 2010-2011 Academic Year

Purpose: Jubilee Tang, Optometrist, to serve as a health professions volunteer in the OCC Student

Health Center to provide free vision screening for students.

Cost/Purpose/Funding Source: No cost to the college. A Voluntary Activities Participation form, license,

and curriculum vitae are on file in the Student Health Center.

OCC Skills Basketball Camp Date: July 26-30, 2010

Department: Physical Education & Athletics/Community Education

Purpose: Bring children ages 7-17 to the OCC campus and instruct them in basketball fundamentals.

The camp also provides exposure of the OCC campus and its athletic programs.

Cost/Purpose/Funding Source: Food and drinks, including lunches for volunteers and snacks for camp participants, will be provided. Expenses dependent on number of participants to be paid from Men's Basketball ancillary funds.

Monthly Staff Meetings/In-Service Meetings

Date: 2010-2011 Academic Year

Department: Early Childhood Lab School

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

Cost/Purpose/Funding Source: Expenses NTE \$500 per event to be paid from ancillary funds

Yearly Parent and School Events Date: 2010-2011 Academic Year

Department: Early Childhood Lab School

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

Cost/Purpose/Funding Source: NTE \$700 per event from ancillary funds

President's Office Meetings and Events
Date: 2010-2011 Academic Year
Department: President's Office

Purpose: Host various meetings and events

Cost/Purpose/Funding Source: NTE \$2,000 to include, but not limited to, food and beverages and other

related expenses.

Staff Development Meetings and Events

Date: 2010-2011 Academic Year Department: Staff Development

Purpose: Host various meetings and events

Cost/Purpose/Funding Source: NTE \$6,000 to include, but not limited to, food, beverages, and other

related expenses

California Community College Student Financial Aid Administrators Association (CCCSFAAA) Region 7 &

8 Meeting

Date: September 10, 2010 Department: Financial Aid

Purpose: Region 7 & 8 meeting to review changes from the Federal and State affecting the community

college sectors.

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

Photo Environment Fall 2010 exhibition

Date: August 16 - October 6, 2010

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts Purpose: Art installation, shipping, staffing, printing, misc supplies.

Cost/Purpose/Funding Source: Expenses NTE \$9,000, Co-Curriculum and ASOCC funds

Photo Environment Fall 2010 exhibition receptions

Date: September 8 and 10, 2010

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts

Purpose: Artist's reception and student and public mixer to celebrate exhibition.

Cost/Purpose/Funding Source: Catering Expenses NTE \$1,000, Co-Curriculum and ASOCC funds

Ron English Fait 2010 exhibition

Date: September 15 - January 19, 2010

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts Purpose: Art installation, shipping, staffing, printing, misc supplies.

Cost/Purpose/Funding Source: Expenses NTE \$11,000, Co-Curriculum and ASOCC funds

Ron English Fall 2010 exhibition receptions

Date: Wednesday and Saturday, November 10 and 13, 2010

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts

Purpose: Artist's reception and student and public mixer to celebrate exhibition

Cost/Purpose/Funding Source: Catering expenses NTE \$1,500, Co-Curriculum and ASOCC funds

Ron English Fait 2010 exhibition closing event

Date: Friday, December 17, 2010

Department: Frank M. Doyle Arts Pavilion/ Visual and Performing Arts

Purpose: Artist's reception and student and public mixer to celebrate exhibition

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Cost/Purpose/Funding Source: Catering expenses NTE \$500, Co-Curriculum and ASOCC funds

Additional Administrative Content

3.03.04 Authorization to Apply for Funded Programs

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

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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.

Orange Coast College has re-applied for the California Department of Education, Child Development Division grant titled "Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-0186)". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding provides child care services for infants and toddlers for low income students enrolled in a minimum of 6 units while attending Orange Coast College, Golden West College or Coastline Community College.

Fiscal Impact: This is a re-application for the Orange Coast College Children's Center General Child Care Funds for 2010-2011. Orange Coast College will receive \$236,269 from July 1, 2010 through June 30, 2011. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child per day of full time enrollment for a minimum of 230 days of operation. A resolution is required as part of this grant and is included in the resolution pages.

Orange Coast College has re-applied for the California Department of Education, Child Development Division grant titled "Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-0345)". The Children's Center has been receiving funds to subsidize childcare for low-income student-parents since 1978. OCC provides comprehensive child development services that include: quality childcare for student-parents enrolled at OCC, a food and nutrition program, parent enrichment and resource/referral services. This funding provides child care services for preschool children ages 3-5 years for low income students enrolled in a minimum of 6 units while attending Orange Coast College, Golden West College or Coastline Community College.

Fiscal Impact: This is a re-application for the Orange Coast College Children's Center Preschool Program Funds for 2010-2011. Orange Coast College will receive \$157,159 from July 1, 2010 through June 30, 2011. This grant allows the Children's Center to be reimbursed at a rate not to exceed \$34.38 per child per day of full time enrollment for a minimum of 230 days of operation. A resolution is required as part of this grant and is included in the resolution pages.

Orange Coast College has re-applied for the Regents of the University of California funding titled " UCI/Orange Coast College Joint Graduate Student/Faculty Internship Program". The purpose of this internship is to provide interns with the opportunity to learn about faculty life, governance, and teaching at a community college by partnering with a California Community College faculty member. The partner's role is to provide guidance, support, and information that will help the intern to better assess her or his

interest in and suitability for a position at a community college. Together, the faculty partner and student intern have the opportunity to exchange information and expertise from their respective experiences that will hopefully enhance the professional lives of both parties.

Fiscal Impact: This is a re-application for the Orange Coast College Internship Program for 2010-2013. If funded, Orange Coast College will receive up to \$37,500 over three years (\$12,500 on an annual basis).

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3.03.05 Authorization for Disposal of Surplus

Meeting: Category: 07/21/2010 Regular Meeting 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

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3.03.05 Authorization for Disposal of Surplus



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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
GOLDEN WEST COLLEGE	V			
The following (GWC) equipment i	s no longer usable	in the United S	States according to FCC	
regulations and will be returned to	the manufacture	for rebate on re	eplacement equipment.	
Microphone Transmitter		U1-UA	202050110	· 1
Microphone Transmitter	9062421	U1-UA	223050562	ı
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Microphone Transmitter		U1-UA	AC 0326010436	i
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Dual Microphone Receiver	9042801	U4D-UA		1
Dual Microphone Receiver	9042800	U4D-UA		1
Dual Microphone Receiver	9042802	U4D-UA		1
Dual Microphone Receiver	9036080	U4D-UA		1
Dual Microphone Receiver	9036079	U4D-UA		1
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ORANGE COAST COLLEGE				р
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Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Sink & Counter	9045738	 		Р
Sink & Counter	9035246			Р
Refrigerator	9071758			Р
Refrigerator	2007512			Р
Table	9040046			Р
Table	9078179		,	Р
Freezer	9071760			Р
Sink & Counter	904?071		Market .	Р
Freezer	2001198			P
Sink				Р
Dishmachine ·	9041063			Р
Sink & Counter			=4-	Р
Shelf			and the second s	Р
Refrigerator				Р
Mail boxes				P
Lockers				P
Sink				Р
Refrigerator	2001204			Р
Copier/printer	9064719			Р
Desk	9056982			[
Desk	9056981			1
Desk	9021399			l
Desk	9034222			
Desk	9034220			l
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Desk	9034217			l
Desk	9034208		,	1
Typewriter	9054203	n-m-m		1
CD-CDU-LP Player	9034252	CLD-V2400	3939069	Р
Computer	9055395	DHM	B34HK61	1
Computer	9055288	A1058	W84491SRPNY	1
Printer	9047694	Phaser 3400	SYY9002702	1



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3.03.06 Authorization to Enter Into Standard Telecourse Agreements - Coastline Community College

Meeting: Category: 07/21/2010 Regular Meeting

Agenda Type: Information

3. Consent Calendar

Public Access: Yes

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3.03.06 Authorization to Enter Into Standard Telecourse Agreements - Coastline Community College

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

ANTHROPOLOGY: THE FOUR FIELDS

El Paso Community College (TX)

Term of Agreement: September 1, 2010 - August 31, 2011

FACES OF CULTURE - REVISED Carroll Community College (MD)

Term of Agreement: June 1, 2010 - August 31, 2010

STANDARD MASTER COURSE LICENSE AGREEMENT

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Santa Ana College (CA)

Term of Agreement: July 22, 2010 - July 21, 2015

Tallahassee Community College (FL)

Term of Agreement: July 22, 2010 - July 21, 2015

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.

(See Attachment # 6)



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3.03.07 Approval of Clinical Contracts - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.03.07 Approval of Clinical Contracts - Golden West College

After review by the College President and CCCD General Counsel, it is recommended by the Chancellor that the Board approve the clinical contracts with the following institutions in connection with the various Allied Health programs which are a part of the Coast Community College District curriculum.

RENEWAL

Tustin Rehabilitation Hospital (HealthSouth Corp.) Non-Standard Clinical Affiliation Agreement Tustin, California
July 21, 2010 – July 21, 2013
Compensation – None

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

(See Attachment # 7)

NEW

PDF

HealthSouth Clinical Agreement.pdf

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3.03.08 Approval of Clinical Contracts - Orange Coast College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.08 Approval of Clinical Contracts - Orange Coast College

RENEWAL

Saddleback Memorial Medical Center Non-Standard Clinical Affiliation Agreement Laguna Hills, CA

County of Coffee Control (China), manual control designation of the Original Control

Term: July 22, 2010 to March 31, 2015

Compensation: None

(See attachment #8)



Saddleback Memorial-7-21-10.pdf

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3.03.09 Approval of Standard Agreements - Coastline Community College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

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3.03.09 Approval of Standard Agreements - Coastline Community College

3.03.09.01 Approve District Standard Scope of Work #2010-17 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-17 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, delivery and evaluation of a Pump Health workshop. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$14,280 revenue upon completion of project.

3.03.09.02 Approve District Standard Scope of Work #2010-18 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-18 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, implementation and evaluation of several workshops for the COGEN Yard Air System. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$33,000 revenue upon completion of project.

3.03.09.03 Approve District Standard Scope of Work #2010-19 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-19 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, implementation and evaluation of uploading the existing Mentoring for

Performance materials into Seaport. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$4,920 revenue upon completion of project.

3.03.09.04 Approve District Standard Scope of Work #2010-20 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-20 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, delivery and evaluation of a 2-day blended learning workshop for Safety Instrumented Systems. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$22,650 revenue upon completion of project.

3.03.09.05 Approve District Standard Scope of Work #2010-21 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-21 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, delivery and evaluation a JIT multi-media job aid prototype. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$6,750 revenue upon completion of project.

3.03.09.06 Approve District Standard Scope of Work #2010-22 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2010-22 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for the analysis, design, development, delivery and evaluation of Maintenance TRM Training Support – Phase 1. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$	19,680 revenue upon	completion of project.
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3.03.10 Approval of Standard Agreements - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.03.10 Approval of Standard Agreements - Golden West College

NONE

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3.03.11 Approval of Standard Agreements - Orange Coast College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.11 Approval of Standard Agreements - Orange Coast College

3.03.11.01 Approve Standard Student Intern Placement Agreement

Intern/Institution: Angela Tuan/California State University, Long Beach

Scope: Gain knowledge and experience related to community college counseling

Location: Counseling

Term: 2010-2011 Academic Year Cost/Source of Funds: Unpaid

Intern/Institution: Patricia Mucino/California State University, Long Beach

Scope: Gain knowledge and experience related to community college counseling

Location: Counseling

Term: 2010-2011 Academic Year Cost/Source of Funds: Unpaid

Workers' Compensation insurance is provided by hosting institution. District student interns are covered under the student health insurance provision.

3.03.11.02 Approve Standard Agreement between Step by Step Early Learning Center and the Coast Community College District for the purpose of providing child care assistance for eligible Orange Coast College CalWORKs student

Background: According to State Budget Act, "Funds utilized for subsidized child care shall be for children of CalWORKs recipients through campus-based centers or parental choice vouchers at rates and with rules consistent with those applied to related programs operated by the State Department of Education in the 2009-2010 fiscal year, including eligibility, reimbursement rates, and parental contribution scheduled. Subsidized campus child care for CalWORKs recipients may be provided during the period they are engaged in qualifying state and federal work activities through attainment of their initial education and training plan and for up to three months thereafter or until the end of the academic year, whichever period of time is greater." Also, child care is a critical component to ensuring the success of CalWORKs students while they are enrolled in the community college and participating in work activities. CalWORKs students must have child care that meets their individual needs including providing services to children of various ages and providing child care during weekends and evenings if needed. Campus CalWORKs child care funds are dedicated for emergency, transitional, or other needs as identified by the program.

Goal/Purpose: Provide child care assistance for a period of activity in which the Alternative Payment Program (APP) did not contract for (Summer – July 1, 2010 through August 27, 2010) to ensure student is able to attend her SPCM A100 (Interpersonal Communication) course, as well as her other required welfare-to-work activities. (Refer to attached notification from student's contract agency, Children's Home Society of California; and email from the California Department of Education, Child Development Division)

Comments: Review by Risk Services

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Step by Step Early Learning Center and the Coast Community College District for the purpose of providing child care assistance for qualifying child of CalWORKs eligible student. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Orange Coast College to fund \$1,600.00 from CalWORKs Budget #124030-254604-7601-641000.

Addinonal Administrative Content

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3.03.12 Approval of Standard Agreements - District

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action (Consent)
Public Access: Yes

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3.03.12 Approval of Standard Agreements - District

3.03.12.01 Recommendation for Approval of Proposed District Standard Architectural Services Agreement

In an effort to standardize and streamline the District's process for hiring architectural firms to provide services to the District, the Risk Services department has worked with District General Counsel in preparing the attached proposed standard architectural services agreement. This template agreement is widely used by sister community colleges in the region, such as Long Beach City College, and North Orange County Community College District.

After review by District General Counsel, it is recommended by the Chancellor that the Board approve the proposed District Standard Architectural Services Agreement for use in retaining architectural firms. By using the standard agreement, contract originator can eliminate the need to provide 24 copies of the agreement to the Board Office when submitting for board approval, thus reducing labor costs, copy costs, and paper waste. The contract originator will still provide Risk Services with four originals for the Board President's signature. (See Attachment # 9)

Fiscal Impact: Potentially significant savings on legal review costs, duplication costs, and staff labor cost.



Standard Architectural Services Agreement 072010,pdf

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3.03.13 Authorization for Purchase of Institutional Memberships - Coastline Community College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Information Public Access: Yes

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3.03.13 Authorization for Purchase of Institutional Memberships -Coastline Community College

New

Name and Acronym: California Community College Student Affairs Association (CCCSAA)

Term of Membership: July 1, 2010 — June 30, 2011

Cost: \$75

Purpose: Professional State-wide association that advocates for the field of Student Affairs and Student Leadership including networking, student and professional development, and student leadership scholarship opportunities.

Renewal

Name and Acronym: Westminster Chamber of Commerce Term of Membership: August 23, 2010 — August 23, 2011

Cost: \$130

Purpose: Provide access to Chamber businesses to market and network the programs offered through Coastline Community College/Orange County One-Stop Center.

Name and Acronym: California Community Colleges Chief Instructional Officers (CCCCIO)

Term of Membership: July 1, 2010 — June 30, 2011

Cost: \$300

Purpose: Membership provides an instructional perspective on community college issues in California while forging a communication link among instructional administrators.

Name and Acronym: Arts Orange County (AOC) Term of Membership: June 1, 2010 — May 31, 2011

Purpose: Membership affiliates Coastline Community College with Orange County's arts, entertainment and cultural community and enables Coastline's Art Gallery to publicize art gallery events to the

community.

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3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.03.14 Authorization for Purchase of Institutional Memberships - Golden West College

NEW

RENEWAL

Name and Acronym: Orange Empire Conference (OEC) Term of Membership: July 1, 2010 – June 30, 2011

Cost: \$5,000

Purpose: Conference dues pay for the assigners of officials, payment to the conference commission and

other conference related expenses for all sports except football, to be paid from ASB funds.

Name and Acronym: Southern California Football Association (SCFA)

Term of Membership: July 1, 2010 - June 30, 2011

Cost: \$1,800

Purpose: 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.

Name and Acronym: Southern California Regional Transit Training Consortium (SCRTTC)

Term of Membership: July 1, 2010 - June 30, 2011

Cost: \$500

Purpose: Provides our Automotive faculty the ability to attend training classes throughout the year and to stay current with local, state and national educational and technological developments in the automotive industry.

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

Term of Membership: July 1, 2010 - June 30, 2011

Cost: \$500

Purpose: To allow students to compete in journalism competitions.

Name and Acronym: California Community Colleges Football Coaches Association (CCCFCA)

Term of Membership: July, 2010 - June, 2011

Cost: \$145

Purpose: Membership for current football coaches.

Name and Acronym: National Association of Student Financial Aid Administrators (NASFAA)

Term of Membership: July 1, 2009- June 30, 2010

Cost: \$2,026

(Revision is to increase the membership fees from \$1724. Previous Board approval: 2/3/10.)

Purpose: Membership provides information to administer the Title IV programs, access to up-to-date

changes to be implemented at the campus level, and input in financial aid issues.

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Acqualities

3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

Meeting:

07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.15 Authorization for Purchase of Institutional Memberships - Orange Coast College

NONE

Additional Administrative Content

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3.03.16 Authorization for Purchase of Institutional Memberships - District

Meeting: 0 Category: 3

07/21/2010 Regular Meeting 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

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3.03.16 Authorization for Purchase of Institutional Memberships - District

RENEWAL

Name and Acronym: An Term of Membership: Oc

American Council on Education (ACE) October 1, 2010 – September 30, 2011

Grangti in Californi di di calcali. In Cood deste designatio di di della di la grandi della calcalia.

Cost: \$1,388.00

Purpose: Membership in ACE ensures continued efforts to shape policy decisions that benefit the higher education community and provides quality research, leadership programs, international initiatives, and

collaboration opportunities.

Additional/Administrative Content

3.03.17 Authorization for Off-Campus Assignments - Coastline Community College

Meeting: Category: 07/21/2010 Regular Meeting 3. Consent Calendar

Agenda Type: Information Public Access: Yes

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3.03.17 Authorization for Off-Campus Assignments - Coastline Community College

Name: Debra Secord

Title: Instructor

Organization: California Council of Gerontology and Geriatrics

Assignment: Board Vice President, Chair of the Marketing and Membership Committee, and Executive

Board Member

Term: July 1, 2010 - June 30, 2011

Name: Debra Secord Title: Instructor

Organization: Orange County Older Adult Services Mental Health Board

Assignment: Advisory Board Member Term: July 1, 2010 – June 30, 2011

Name: Debra Secord Title: Instructor

Organization: Center for Successful Aging at California State University at Fullerton

Assignment: Community Advisory Board Member

Term: July 1, 2010 - June 30, 2011

Name: Debra Secord Title: Instructor

Organization: Family and Consumer Sciences

Assignment: Advisory Committee Term: July 1, 2010 – June 30, 2011

Name: Lorie Eber Title: Instructor

Organization: California Council of Gerontology and Geriatrics

Assignment: Board Member Term: July 1, 2010 – June 30, 2011

Name: Lorie Eber Title: Instructor

Organization: Orange County Council on Aging Ombudsmen's Program

Spanis in Children in the trade and Spanish Landucation in Architecture in Spanish

Assignment: Representative

Term: July 1, 2010 - June 30, 2011

Additional coministrates Content

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3.03.18 Authorization for Community Activities - Orange Coast College

Meeting:

07/21/2010 Regular Meeting

Category: Agenda Type: Action (Consent)

3. Consent Calendar

Public Access: Yes

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3.03.18 Authorization for Community Activities - Orange College

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of July 22, 2010 - June 30, 2011. 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

ERGONOMICS CLASS, Fee \$20, 22 hours. Presenters: Laura Behr and Ashley Genrich. Compensation equals 25% each of, the number of participants registered times the program fee minus direct costs/administration fee. PE division to receive a portion of the proceeds. (P)

REVISION TO PREVIOUS BOARD

PROFESSIONAL EXPERTS

OCC CHILDREN'S SWIM TEAM, Add Presenters: Cody Serrano and Dustin Serrano. Compensation will be paid at an hourly rate of \$15.00 per hour. (P) (Prior Board approval 6/17/10)

OCC MASTER'S ADULT SWIMMING PROGRAM, Add Presenter: Chris Egan. Compensation equals \$25 per hour for each hour worked. (P) (Prior Board approval 4/7/10)

DRAWING AND PAINTING, Add Presenters: Katherine Couch, Mary Jo Rada, and Cheryl Dimson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/7/10)

EXPLORING DRAWING, Add Presenter: Katherine Couch, Mary Jo Rada, and Cheryl Dimson. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 4/7/10)

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3.03.19 Authorization for Community Activities - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.03.19 Authorization for Community Activities - Golden West College

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

The following not for credit programs will be offered by Community Services throughout fall 2009 and spring 2010. The presenters will be paid a flat fee or on a fee-split based on actual enrollment. (P) = per participant (F) = flat rate

Professional Experts

ADVANCED HOLISTIC BODY THERAPIES PROGRAM I, 100.0 hours, July 22, 2010 to June 30, 2011. Presenters James Bechter to receive \$97.00 per participant, Robert Davis to receive \$73.00 per participant, Kathleen Mondello \$49.00 per participant and Gretchen Thomas to receive \$73.00 per participant.

Participant Fee: \$596.00 and \$43.00 Material Fee. (P) First offered in 1999

ADVANCED HOLISTIC BODY THERAPIES PROGRAM I INTERNSHIP, 25.0, 50.0, 75.0 and 100.0 hours, July 22, 2010 to June 30, 2011.

Presenters James Bechter, Robert Davis, Kathleen Mondello and Gretchen Thomas to receive \$1.20 per participant for 25.0 hours, \$1.30 per participant for 50.0 hours, \$1.33 per participant for 75.0 hours and \$1.30 per participant for 100.0 hours.

Participant Fee: \$70.00/25.0 hours, \$140.00/50.0 hours, \$210.00/75.0 hours and \$270.00/100 hours. (P) First offered in 2001.

HOLISTIC MASSAGE CERTIFICATE PROGRAM, 100 hours, July 22, 2010 to June 30, 2011. Presenters James Bechter to receive \$186.90 per participant and Kathleen Mondello to receive \$80.10 per participant.

Participant Fee: \$546.00 and \$40.00 Material Fee. (P) First offered in 1996.

HOLISTIC MASSAGE CERTIFICATE PROGRAM INTERNSHIP, 25.0, 35.0, 65.0 and 100.0 hours, July. 22, 2010 to June 30, 2011.

Presenters James Bechter and Kathleen Mondello, to receive \$1.20 per participant per hour for 25.0 hours, \$1.21 per participant per hour for 35.0 hours, \$1.27 per participant per hour for 65.0 hours and \$1.30 per participant per hour for 100.00 hours.

Participant Fee: \$70.00/25.0 hours, \$95.00/35.0 hours, \$175.00/65.0 hours and \$270.00/100 hours. (P) First offered in 1996.

MIDDLE SCHOOL MATH WHIZ (AGES 11-13), 12.0 hours, July 22, 2010 to June 30, 2011. Presenter Jessica Contreras to receive \$37.50 per participant. Participant Fee: \$88.00. (P) First offered in 2010.

MERIDIAN EXERCISE, 10.0 hours, July 22, 2010 to June 30, 2011. Presenter Reza Farazdaghi to receive \$32.00 per participant.

Participant Fee: \$76.00. (P) First offered in 2004.

REVIEW FOR NATIONAL CERTIFICATION: FOR MASSAGE THERAPISTS/ BODYWORKERS, 15.0

hours, July 22, 2010 to June 30, 2011.

Presenter Kathleen Flippin to receive \$70.00 per participant.

Participant Fee: \$154.00 and \$45.00 Material Fee. (P) First offered in 2005.

WATERCOLOR WORKSHOP, 18.0 hours, July 22, 2010 to June 30, 2011.

Presenter Roland R. Haas to receive \$43.00 per participant.

Participant Fee: \$98.00. (P) First offered in 2003.

AROMATHERAPY FOR THE CHAKRAS, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Deborah Halvorson to receive \$26.50 per participant.

Participant Fee: \$62.00 and \$10.00 Material Fee. (P) First offered in 2008.

HOLISTIC AROMATHERAPY, 9.0 hours, July 22, 2010 to June 30, 2011.

Presenter Deborah Halvorson to receive \$34.00 per participant.

Participant Fee: \$78.00 and \$15.00 Material Fee. (P) First offered in 1993.

INTRODUCTION TO HEALING TOUCH, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Rumi Hashimoto to receive \$28.50 per participant.

Participant Fee: \$65.00 and \$5.00 Material Fee. (P) First offered in 2000.

CRANIOSACRAL THERAPY SHARE CARE, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Jill K. Mabry to receive \$29.50 per participant.

Participant Fee: \$69.00 and \$18.00 Material Fee. (P) First offered in 2009.

REFLEXOLOGY II, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Kathleen Mondello to receive \$26.50 per participant.

Participant Fee: \$62.00 and \$6.00 Material fee. (P) New offering.

THAI FRUIT & VEGETABLE CARVING, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Nitda Phongcharern to receive \$25.00 per participant.

Participant Fee: \$60.00 and \$35.00 Material Fee. (P) New offering.

ESSENTIAL LYMPHATIC PERFORMANCE, 16.0 hours, July 22, 2010 to June 30, 2011.

Presenter Teri Rogers to receive \$108.00 per participant.

Participant Fee: \$226.00. (P) New offering.

T'AI CHI/QIGONG: THE GIFT OF STRENGTH, FLEXIBILITY AND BALANCE, 12.0 hours, July 22, 2010

to June 30, 2011.

Presenter Diana Shakarian to receive \$37.00 per participant.

Participant Fee: \$86.00. (P) New offering.

LONG HAIR DESIGN: (UP-DO WORKSHOP), 9.0 hours, July 22, 2010 to June 30, 2011.

Presenter Jane Smith to receive \$41.00 per participant.

Participant Fee: \$92.00. (P) First offered in 2008.

HEAD, NECK, & SHOULDER MASSAGE, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Gretchen Thomas to receive \$27.00 per participant.

Participant Fee: \$62.00 and \$5.00 Material Fee. (P) First offered in 1991.

INTRODUCTION TO ACUPRESSURE, 6.0 hours, July 22, 2010 to June 30, 2011.

Presenter Gretchen Thomas to receive \$27.00 per participant.

Participant Fee: \$62.00 and \$5.00 Material Fee. (P) First offered in 2004.

BASIC HOME REPAIR: Plumbing, Electrical & Woodwork, 12.0 hours, July 22, 2010 to June 30, 2011.

Presenter Sigrid Wolf to receive \$40.00 per participant.

Participant Fee: \$97.00. (P) First offered in 2009.

Independent Contractors

PASSPORT TO RETIREMENT, 9.0 hours, July 22, 2010 to June 30, 2011.

Presenter Barbara Stowell waives fee.

Participant Fee: \$59.00. First offered in 2005.

Revisions to Previous Board Action

AEROBICS FOR SENIORS: BODY SHAPE UP - PART I, 12.0 hours, July 22, 2010 to June 30, 2011.

Presenter Ruth E. Bennett to receive \$30.00 per hour.

Participant Fee: \$34.00 with Gold Key Card and \$40.00 without Gold Key Card (F)

(This is to change hours and fee. Previous Board action: May 5, 2010.)

AEROBICS FOR SENIORS: BODY SHAPE UP - PART II, 12.0 hours, July 22, 2010 to June 30, 2011.

Presenter Ruth E. Bennett to receive \$30.00 per hour.

Participant Fee: \$34.00 with Gold Key Card and \$40.00 without Gold Key Card (F)

(This is to change hours and fee. Previous Board action: May 5, 2010.)

CIRCUIT WEIGHT TRAINING FOR SENIORS, 12.0 hours, July 22, 2010 to June 30, 2011.

Presenter Ruth E. Bennett to receive \$30.00 per hour.

Participant Fee: \$34.00 with Gold Key Card and \$40.00 without Gold Key Card (F)

(This is to change hours and fee. Previous Board action: May 5, 2010.)

HATHA YOGA, 18.0 hours, July 22, 2010 to June 30, 2011.

Presenter Nanc Hemp to receive \$51.00 per participant.

Participant Fee: \$114.00 (P)

(This is to change hours, participant fee and presenter compensation. Previous Board action: May 5,

2010.)

SAT PREP SEMINAR, 24.0 hours, July 22, 2010 to June 30, 2011.

Presenter Ivy West Educational Services to receive \$225.00 per participant

Participant Fee: \$285.00. (P)

(This is to change hours. Previous Board action: May 5, 2010)

PILATES, 8.0 hours, July 22, 2010 to June 30, 2011.

Presenter Katherine Ostrout to receive \$24.00 per participant.

Participant Fee: \$65.00. (P) First offered in 1995

(This is to change presenter. Previous Board action: May 5, 2010.)

HATHA YOGA, 15.0 hours, July 22, 2010 to June 30, 2011.

Presenter Diane Pavesic to receive \$41.50 per participant.

Participant Fee: \$95.00 (P)

(This is to change hours, participant fee and presenter compensation. Previous Board action: May 5,

2010.)

DESIGNER WORKSHOP, 16.0 hours, July 22, 2010 to June 30, 2011.

Presenters Mark Snyder, Robb Westerkamp and Greg Wight to receive \$10.66/ea per participant.

Participant Fee: \$75.00 and \$10.00 Material Fee. (P)

(This is to change hours, participant fee and presenter compensation. Previous Board action: May 5,

2010.)

ORNATE COILED BASKETRY, 6.0 hours, June 22, 2010 to June 30, 2011.

Presenter Nadine Spier to receive \$29.00 per participant.

Participant Fee: \$66.00 and \$27.00 Material Fee. (P) First offered in 2008

(This is to change participant fee and presenter compensation. Previous Board action: May 5, 2010.)

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3.03.20 Authorization for Sailing Program - Orange Coast College

Meeting: Category:

07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.20 Authorization for Sailing Program - Orange Coast College

The following non-credit classes will be offered by the Marine Programs Office during the period of July 22, 2010-June 30, 2011. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F)=flat rate.

3.03.20.01 RENTAL AGREEMENT

Orange Coast College School of Sailing & Seamanship to renew rental agreement with the Regents of the University of California, Irvine. Agreement is for the use of Sailing Center docks and grounds from July 2, 2010, to June 30, 2011 at the rate of \$2,387.00 per month.

Fiscal Impact: \$28,644 rental income annually

PROFESSIONAL EXPERTS

RADAR OBSERVER UNLIMITED; Fee: \$750, 5 days RADAR OBSERVER REFRESHER; Fee: \$450, 3 days RADAR OBSERVER RENEWAL; Fee: \$200, 1 day

PRESENTERS: John Butcher, Scott McClung, Jeffrey White

3.03.20.02 Approve Amendment to Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide an additional grant in the amount of \$5,000; and to approve replacement of Exhibit C.

1. Background: The OCC School of Sailing and Seamanship and the Coast Community College District received a grant from the California Department of Boating and Waterways earlier this year in the amount of \$24,650. The grant will provide scholarships for At-Risk youth to receive sailing instruction free of charge upgrade equipment and train instructors.

2. Goal/Purpose:

Provide additional funds to purchase sails for OCC's fleet of Lido 14 dinghies as well as instructor training and life jackets. Approve replacement of Exhibit C (GTC-307-1) of the original contract with revised Exhibit C (GTC 610-1) attached.

- 3. Comments (if any): Review by Risk Services
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to the Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide additional funds to purchase equipment and provide instructor

training. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 30).

5. Fiscal Review and Impact: Total additional grant \$5,000.00 (\$4,800.00 for equipment purchase and \$200 for instructor training) for the fiscal year 2010-2011 and there are no matching requirements and no ongoing fiscal commitments. (Prior approval April 7, 2010)



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Additional Administrative Content

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3.03.21 Authorization for Off-Campus Assignments - Golden West College

Meeting:

07/21/2010 Regular Meeting

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Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.03.21 Authorization for Off-Campus Assignments -**Golden West College**

Stephanie Dumont, Counselor with a 50% assignment, to serve as South Representative for Academic Senate for California Community Colleges, from August 1, 2010 to May 31, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

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3.04 Personnel Items

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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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 Contract Amendments Based upon Horizontal Salary Moves
- 3.04.03 Authorization for Schedule Changes, Classified Staff
- 3.04.04 Authorization for Professional Experts



3.04 PERSONNEL ITEMS

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

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

Administrator

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	Effective Date
McElroy, Kevin	CCC	Vice President, Administrative	Resign	08/13/10
		Services		•

Classified

<u>Name</u>	LOC	<u>Title</u>	<u>Action</u>	Effective Date
Fair, Joycelyn	GWC	Registered Nurse	Resign	08/06/10

3.04.02 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 2010-11 school year:

<u>Name</u>	<u>Campus</u>	From Col/Step	To Col/Step
Kopp, Kyle	GWC	III 08	V 09

3.04.03 Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes

<u>Name</u>	LOC	<u>Title</u>	<u>From</u>	<u>To</u>	Effective Date
Aguillon, Jessica	occ	Child Care Center Assistant	.5625%	.825%	08/01/10
Whistler, Jillian	occ	Child Care Eligibility Assistant	.725%	100%	05/13/10

Permanent Schedule Changes

Classified

<u>Name</u>	LOC	<u>Title</u>	<u>From</u>	<u>To</u>	Effective Date
Fawcett, John	OCC	Computer Center Lab	E-54-05	E-54-05 +	08/16/10
		Coord, I		2.5% shift diff	

3.04.04 Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Chae, Linda, OCC, to provide training and program assistance in Career Education, Career Services and Community Education, for the period 08/10/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 1224.48 units per week for 49 weeks, compensation to be \$60,000.00.

Cohen, Herbert M., GWC, to plan and implement computer science enhancement curriculum, for the period 07/22/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 2.24 units per week for 50 weeks, compensation to be \$11,200.00.

Eberhart, Laurie M., OCC, to provide training and program assistance in Career Education, Career Services and Community Education, for the period 08/10/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 979.59 units per week for 49 weeks, compensation to be \$48,000.00.

<u>Leighton, John</u>, CCC, to research, develop, edit and write grant proposals, for the period 07/22/10 to 10/09/10, to be paid by timecard at \$100.00 per unit, 10 units per week for 12 weeks, compensation to be \$12,000.00.

Shadman, Ninaz, DIST, to serve as Director of the District's International Students Program, for the period 08/01/10 to 06/30/11, to be paid at \$100.00 per unit, 1,354.16 units per week for 48 weeks, compensation not to exceed \$65,000.00.

Other Professional Experts

Herrera, Patrick, CCC, to provide bilingual assessment services to the City of Costa Mesa for the Contract Education Department, for the period 07/22/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 1.25 units per week for 50 weeks, compensation to be \$2,500.00.

Mickey, David, GWC, to serve as Sound Designer for GWC Theater production "Othello," for the period 07/22/10 to 11/21/10, to be paid at \$100.00 per unit, 0.625 units per week for 16 weeks, compensation to be \$1,000.00 with one payment only, on 11/12/10.

Parise, Gina M., OCC, to perform internship orientations for SETUP program through Teach3, for the period 02/10/10 to 06/30/10, to be paid by timecard at \$100.00 per unit, 6.5 units per week for 1 week, compensation to be \$650.00.

Revision to Previous Board Action

<u>Pulichino, Joseph</u>, CCC, to perform not-for-credit ESL instruction and serve as on-site program coordinator and instructional program facilitator for Contract Education CCC Education Bound U.S. (CCC-EBUS) Program in China, for the period 07/01/10 to 12/31/10, to be paid by timecard at \$100.00 per unit, 21.324 units per week for 25 weeks, increase compensation from \$40,000.00 to \$53,310.00.

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3.05 Additional Personnel Items

Meeting: 07

07/21/2010 Regular Meeting 3. Consent Calendar

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Category: 3. Consent Calenda Agenda Type: Action (Consent)

Public Access: Yes

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3.05 Additional Personnel Items

Additional Administrative Content

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3.05.01 Authorization for Independent Contractors - Coastline Community College

Meeting:

07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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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.

\$10,000 AND OVER

IC Name: Ryther, Susan

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved 2/3/10) SOWs #2010-02, Ross Hill Maintenance Job Aids; #2010-19,

Mentoring for Performance; #2010-22, Maintenance TRM Training Support - Phase I.

Payment Schedule/Compensation: \$17,750 upon completion of project

Term of Agreement: July 21, 2010 - June 30, 2011

Source of Funding: Funds received from Chevron in support of this project.

IC Name: McDermott, Virginia

Services: Development of online lessons, development of Instructor Resources Manual, final course review, development and review of two textbooks, and review of textbook and online lesson as National Advisor for the new Online Public Speaking course.

Payment Schedule/Compensation: 7 development lessons @ \$1,200/lesson, \$1,000/Instructor Resources Manual, \$500/course review, \$3,000/textbook development, 7 Textbook #1 chapter reviews @ \$100/chapter, 7 Textbook #2 chapter reviews @ \$400/chapter, review of 7 textbook and online lessons @ \$385/lesson for a total contract of \$19,095. (Revision is to increase assignment and total contract amount by \$385 for a total revised contract of \$19,095. Prior Board Approval 5/19/10).

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Rakochy, Wendy A.

Services: Serving as a video producer for the media components of the Online Introduction to Physical Geology course

Payment Schedule/Compensation: 22 days @ \$231/day; total revised contract \$15,246 (Revision is to

increase assignment and contract amount by \$5,082. Prior Board Approval: 5/19/10).

Term of Agreement: September 1, 2010 - September 30, 2010 Source of Funding: Funds received in support of this project.

IC Name: Wilcox, Susan

Services: Serving as a video producer for the media components of the Online Introduction to Physical

Geology course

Payment Schedule/Compensation: 43 days @ \$231/day; total revised contract \$20,097. (Revision is to

increase assignment and contract amount by \$9,933. Prior Board Approval: 5/19/10).

Term of Agreement: September 1, 2010 - October 31, 2010 Source of Funding: Funds received in support of this project. IC Name: Accardi, Millicent

Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved 2/3/10) SOWs #2010-01, Advanced Console Operators Training; #2010-18,

COGEN Yard Air Installation; #2010-20, Safety Instrumented Systems. Payment Schedule/Compensation: \$23,575 upon completion of project

Term of Agreement: July 21, 2010 - June 30, 2011

Source of Funding: Funds received from Chevron in support of this project.

IC Name: Denise Cusano Instructional Design, Inc.

Services: Instructional design services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOWs #2010-18, COGEN Yard Air Installation; #2010-19, Mentoring for Performance; #2010-20, Safety Instrumented Systems; #2010-21, JIT Multimedia job aid; #2010-22, Maintenance TRM Training Support-Phase I.

Payment Schedule/Compensation: \$36,175 upon completion of project

Term of Agreement: July 21, 2010 - June 30, 2011

Source of Funding: Funds received from Chevron in support of this project.

IC Name: Leader, Miles

Services: Support Coastline's Military Education Programs

Payment Schedule/Compensation: Compensation is \$36,600 annually, paid monthly, at an hourly rate of \$27 inclusive of all approved expenses, including travel, based on actual costs supported by invoices and receipts submitted. (Revision is to increase contract amount by \$3,000, for a total revised contract amount of \$36,600, to cover payment of a monthly invoice from June 2009. Prior Board Approval: 6/16/10)

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Contract Education funds

UNDER \$10,000

IC Name: Butland, Mark

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$385 for a total revised contract of \$2,310. Prior Board

Approvai: 05/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Cotellese, Cara

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$385 for a total revised contract of \$2,310. Prior Board

Approval: 05/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Ehlert, Alicia Marie

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$770 for a total revised contract of \$2,310. Prior Board

Approval: 05/19/10) .

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Options Unlimited, LLC

Services: Facilitate Coastline Leadership Academy

Payment Schedule/Compensation: One-time fee \$9,500 upon services rendered and receipt of invoice

Term of Agreement: January 8-16, 2011

Source of Funding: Foundation and Staff Development funds

IC Name: Grupas, Angela

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$385 for a total revised contract of \$2,310. Prior Board

Approval: 5/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Martinez-Egger, Alma

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$385 for a total revised contract of \$2,310. Prior Board

Approval: 5/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Ruppert-Leach, Kristen

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$770 for a total revised contract of \$2,310. Prior Board

Approval: 5/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Scott, Imani Michelle

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$385 for a total revised contract of \$2,310. Prior Board

Approval: 5/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Thorson, Andrea

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310. (Revision is to increase assignment and total contract amount by \$770 for a total revised contract of \$2,310. Prior Board

Approval: 5/19/10)

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Mason, Gail

Services: Lesson reviews for the new Online Public Speaking Course

Payment Schedule/Compensation: 6 lessons @ \$385/lesson for a total contract of \$2,310.

Term of Agreement: July 22, 2010 - June 30, 2011

Source of Funding: ISD Ancillary funds

IC Name: Stover, Joan

Services: To review 14 lessons of the Chemistry Lab Manual

Payment Schedule/Compensation: 14 lessons @ \$200/lesson for a total contract of \$2,800.

Term of Agreement: July 22, 2010 - August 1, 2010

Source of Funding: ISD Ancillary funds

IC Name: Starnes, Daren

Services: To serve as an academic advisor for a national advisory committee for the development of the

new Statistics telecourses to review scripts

Payment Schedule/Compensation: 2 scripts @ \$75/script; total contract \$150

Term of Agreement: July 22, 2010 – December 31, 2010 Source of Funding: Funds received in support of this project.

IC Name: Davis, Mary Ellen

Services: To serve as an academic advisor for a national advisory committee for the development of the

new Statistics telecourses to review a script

Payment Schedule/Compensation: 1 script @ \$75/script; total contract \$75

Term of Agreement: July 22, 2010 – December 31, 2010 Source of Funding: Funds received in support of this project.

IC Name: Carlton, Matthew

Services: To serve as a content advisor reviewing scripts for video lessons for the new Statistics

telecourses

Payment Schedule/Compensation: \$30/hr; total contract \$1,500 Term of Agreement: July 22, 2010 – December 31, 2010 Source of Funding: Funds received in support of this project.

IC Name: Smemoe, Kristi

Services: Provide instructional design services for the Chevron Products Company Master Services

Agreement (Board Approved 2/3/10) SOW #2010-21, JIT Multimedia Job Aid

Payment Schedule/Compensation: \$3,550 upon completion of project

Term of Agreement: July 21, 2010 - June 30, 2011

Source of Funding: Funds received from Chevron in support of this project.

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3.05.02 Authorization for Independent Contractors - Golden West College

Meeting: Category: 07/21/2010 Regular Meeting 3. Consent Calendar

Agenda Type: Action Public Access: Yes

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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 IC Name: Nguyen, Hang

Services: Film output and DVD duplication of monthly Police Officers and Standards Training "Case Law

Today" series

Payment Schedule/Compensation: \$40,000, to be paid \$2,876.44 per month

Term of Agreement: July 3, 2010 – June 30, 2011 Source of Funding: New Media Auxiliary funds

IC Name: Ballet Repertory Theater Services: Present ballet/dance concerts

Payment Schedule/Compensation: 50% of gross ticket sale proceeds to be paid per concert

Term of Agreement: September 1, 2010 - June 30, 2011

Source of Funding: Theater Income Trust funds

UNDER \$10,000 IC Name: Engle, Bret

Services: Scene design service for theater production "Don't Dress for Dinner" Payment Schedule/Compensation: \$500, to be paid per invoice upon completion

Term of Agreement: July 22, 2010 – June 30, 2011 Source of Funding: Theater Income Trust funds

IC Name: Mumm, Robert

Services: Lighting design services for theater production "Othello"

Payment Schedule/Compensation: \$1,200 to be paid per invoice upon completion

Term of Agreement: July 22, 2010 – June 30, 2011 Source of Funding: Theater Income Trust fund

IC Name: Medical Simulation Design, Inc. c/o Kleinman, Jane

Services: Keynote speaker and simulation facilitator for Regional Simulation Webinar Workshop Payment Schedule/Compensation: \$750, to be paid per invoice delivered on day of workshop

Term of Agreement: August 1-6, 2010 Source of Funding: RHORC Trust funds

IC Name: Boyd, Pamela W.

Services: Assist with RHORC projects and activities in Los Angeles County

Payment Schedule/Compensation: \$3,000, stipends to be paid for project expenses per monthly invoice

Term of Agreement: July 22, 2010 - June 30, 2011

Source of Funding: RHORC Trust funds	:
Additional Administrative Content Administrative	
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3.05.03 Authorization for Independent Contractors - Orange Coast College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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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.

\$10,000 AND OVER

IC Name: City Lights Design Alliance

Services: design and project services for the expansion of the OCC School of Sailing and Seamanship Payment Schedule/Compensation: Design service fees charged at an hourly rate of \$95; project service fees charged at \$115 per hour; travel and accommodation expenses to be paid upon receipt of documented expenses; total expense to include fees, travel, and accommodations not to exceed \$10,000.00

Term of Agreement: July 22, 2010 – December 31, 2010 Source of Funding: Foundation/Sailing Center Funds

IC Name: Macchia & Associates

Services: Repair and maintenance of Sailing Center and Foundation vessels

Payment Schedule/Compensation: Total contract amount is \$10,000 to be paid upon submittal of invoice

as work is completed

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: Marrett, Barbara

Services: Serve as project manager for the donated vessel "White Raven" berthed in Friday, Harbor, WA as well as Alaska Eagle crew and promoting OCC sailing programs at various boat shows in the USA and Canada. Duties include, but are not limited to, marine maintenance, serving as skipper/mate when underway and for voyages with students in the San Juan Islands.

Payment Schedule/Compensation: Total contract amount is \$10,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: Foundation/Sailing Center funds

IC Name: R.J. Coaching and Consulting

Services: Provide consultation with the Discipline Industry Collaborative for Career Development grant in collaboration with Statewide Advisory Committee, Regional Consortia chairs, and Discipline & Industry Collaborative grantees

Payment Schedule/Compensation: To be paid monthly as work is performed and upon submittal of invoice for a total of \$24,000; \$80.00 per hour x 2.5 hours per week for ten months; total will not exceed \$800 per month

Source of Funding: Title 1C Collaborative for Career Development Grant

IC Name: Walk on Water Publishing

Services: Design and layout of promotional materials, including brochures and flyers for courses and

classes offered at the OCC Sailing Center

Payment Schedule/Compensation: Total contract amount is \$10,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: Sailing Center funds

UNDER \$10,000

IC Name: Avalon Rafts

Services: Repair and maintenance for OCC Sailing Center's life rafts

Payment Schedule/Compensation: Total contract amount \$7,000 to be paid upon submittal of invoice as

work is completed

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: Bishop, Bruce

Services: Certified parliamentarian to conduct a training workshop regarding parliamentary procedure for

Associated Students

Payment Schedule/Compensation: Total contract amount is \$600 to be paid up9on submittal of invoice as

work is completed

Term of Agreement: August 1 to August 31, 2010

Source of Funding: ASOCC funds

IC Name: Brown Engine, Inc.

Services: Repair and maintenance for OCC Sailing Center "Wide Waters" engines

Payment Schedule/Compensation: Total contract amount is \$5,000 to be paid upon submittal of invoice as

work is completed

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: Carranza, Christopher

Services: Provide services as piano tuner for Dance Department

Payment Schedule/Compensation: \$1000 upon completion of work and receipt of invoice

Term of Agreement: July 22, 2010 - June 30, 2011

Source of Funding: Ancillary funds

IC Name: Chandler's Air Conditioning & Refrigeration

Services: Repair ice machines for the Physical Education & Athletics Department

Payment Schedule/Compensation: \$80 per service call; \$80 per hour; \$19 truck fee plus parts; invoice to

be presented for each repair; Total expense for year NTE \$2,000

Term of Agreement: 2010-2011 Fiscal Year Source of Funding: ASOCC/ancillary funds

IC Name: Coast Fitness Repair Shop

Services: Repair exercise equipment for Physical Education & Athletics

Payment Schedule/Compensation: \$95 for first hour; \$59 additional hour; plus parts and repair; total

expense for year NTE \$10,000; invoice to be presented for each equipment repair

Term of Agreement: 2010 – 2011 Fiscal Year Source of Funding: ASOCC ancillary funds

IC Name: Commanders Weather Corporation

Services: Provide specialized and detailed marine weather forecasts for OCC School of Sailing &

Seamanship vessels operating offshore

Payment Schedule/Compensation: Total contract amount is \$1,000 to be paid upon submittal of invoice as

work is completed

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: Sailing Center funds

IC Name: Danco Metal Surfacing

Services: Metal servicing and maintenance for Sailing Center vessels and facilities

Payment Schedule/Compensation: Total contract amount is \$1,000 to be paid upon submittal of invoice as .

work is completed

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: DiDonato, Ryan

Services: To design book and invitation for Ron English Art Pavilion Reception

Term of Agreement: July 22, 2010 through December 10, 2010

Payment Schedule/Compensation: To be paid upon receipt of invoice after completion of book design and

invitation. NTE \$5,000.

Source of Funding: Combination of donated funds and co-curricular funds

IC Name: Fairwinds Maritime

Services: Provide instruction to students on Celestial Navigation and use of GPS

Payment Schedule/Compensation: Total contract amount is \$2,000 to be paid at a rate of 50% after direct

cost per class upon submittal of invoice as work is completed

Term of Agreement: June 16, 2010 - June 30, 2011

Source of Funding: Sailing Center Funds

IC Name: FishMax

Services: Maintain and supply Lab School aquarium

Payment Schedule/Compensation: \$800 total contract amount; monthly payments upon submittal of

invoice as work is completed

Term of Agreement: July 22, 2010 – June 30, 2011 Source of Funding: Early Childhood Lab School funds

IC Name: Gordon West Radio School

Services: Provide instruction for OCC's Marine Radio Operator's Permit Course

Payment Schedule/Compensation: Total contract amount is \$5,000 to be paid at a rate of 50% after direct

cost per class upon submittal of invoice as work is completed

Term of Agreement: June 16, 2010 - June 30, 2011

Source of Funding: Sailing Center funds

IC Name: Henger, Cynthia Sue

Services: Editor of book, invitation and all exhibit copy for Ron English Exhibition

Term of Agreement: July 22, 2010 through December 10, 2010

Payment Schedule/Compensation: To be paid upon receipt of invoice after completion of editing of book,

invitation, and exhibit copy. NTE \$1,200.

Source of Funding: Combination of donated funds and co-curricular funds

IC Name: Lewco Electric

Services: Repair and maintenance for Sailing Center vessels

Payment Schedule/Compensation: Total contract amount is \$3,000 to be paid upon submittal of invoice as

work is completed

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: MKH Electronics

Services: Repair, periodic maintenance, electrical safety, calibration, and operational performance

verification of physical therapy equipment

Payment Schedule/Compensation: \$575 annual charge plus parts; invoice to be presented for each repair;

total expenses for year NTE \$2,000

Term of Agreement: 2010-2011 Fiscal Year

Source of Funding: ASOCC/ancillary funds

IC Name: North Sails - San Diego

Services: Repair and maintenance to OCC Sailing Center vessels

Payment Schedule/Compensation: Total contract amount is \$2,000 to be paid upon submittal of invoice as

work is completed.

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: R.J. Coaching and Consulting

Services: Provide consultation with the Work Based Learning Collaborative in collaboration with Statewide

Advisory Committes, Regional Consortia chairs, and Discipline & Industry Collaborative grantees

Payment Schedule/Compensation: To be paid monthly for services rendered and invoice submitted NTE

\$8,000 for the year

Term of Agreement: July 22, 2010 - June 30, 2011

Source of Funding: Title 1C Work Based Learning Collaborative Grant

IC Name: Sea Dog Designs

Services: Service and support of OCC Sailing Center website: www.occsailing.com

Payment Schedule/Compensation: Total contract amount is \$2,000 to be paid upon submittal of invoice as

work is completed.

Term of Agreement: July 1, 2010 - June 30, 2011

Source of Funding: Sailing Center funds

IC Name: Sport Facilities Group, Inc.

Services: Maintenance and repairs to shock shot display; scoreboard display; other equipment

Payment Schedule/Compensation: \$60 hourly rate plus parts; invoice to be presented for each repair; total

expense for year NTE \$5,000

Term of Agreement: 2010-2011 Fiscal Year Source of Funding: ASOCC/ancillary funds

IC Name: Three Stars Portable Toilets

Services: Provide portable toilet services for OCC Swap Meet

Payment Schedule/Compensation: Monthly payments upon receipt of invoice; NTE \$8,000 for term of

contract

Term of Agreement: 2010-2011 Fiscal Year Source of Funding: Swap Meet funds

IC Name: Tradewinds Inflatables

Services: Repair and maintenance of OCC Sailing vessels and Foundation donations

Payment Schedule/Compensation: Total contract amount is \$2,000 to be paid upon submittal of invoice as

work is completed.

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: Valley Power Systems, Inc.

Services: Engine service and maintenance for Sailing Center vessels and Foundation donations

Payment Schedule/Compensation: Total contract amount is \$2,500 to be paid upon submittal of invoice as

work is completed.

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

IC Name: W.A.R.E. Disposal

Services: Trash pickup twice weekly at the Sailing Center

Payment Schedule/Compensation: Total contract amount is \$4,000 to be paid upon submittal of invoice as

work is completed.

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Sailing Center funds

IC Name: Warner Boat Sales South

Services: Repair and maintenance of outboard engines

Payment Schedule/Compensation: Total contract amount is \$3,000 to be paid upon submittal of invoice as

work is completed.

Term of Agreement: July 1, 2010 – June 30, 2011 Source of Funding: Foundation/Sailing Center funds

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3.05.04 Authorization for Independent Contractors - District

Meeting:

07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.05.04 Authorization for Independent Contractors - District

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board approve the annual list of District vendors for Fiscal Year 2010-11. A copy of the Vendor list is attached to each Trustee's agenda" (See Attachment # 10)

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Vendor List for Approval 7-21-10 Board.pdf

Additional Admidistrative Content 1997

CCCD Agenda 07/21/10

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3.05.05 Authorization for Professional Development Program

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.05.05 Authorization for Professional Development Program

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3.05.06 Authorization for Staff Development - Coastline Community College

Meeting: Category: 07/21/2010 Regular Meeting 3. Consent Calendar

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Agenda Type: Action (Consent)

Public Access: Yes

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3.05.06 Authorization for Community Activities - Coastline Community College

NONE

Additional/Adminetrative Content

CCCD Agenda 07/21/10

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3.05.07 Authorization for Staff Development - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar

Agenda Type: Action Public Access: Yes

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3.05.07 Authorization for Staff Development - Golden West College

NONE

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3.05.08 Authorization for Staff Development - Orange Coast College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.05.08 Authorization for Staff Development - Orange Coast College

Faculty Academy Sessions Date: 2010-2011 Fiscal Year

Purpose: Orientation and staff development for new faculty

Cost/Funding Source: NTE \$2,700 from Staff Development funds to include food and beverages

Student Success for Part-Time Math Faculty Workshop

Date: Fall 2010

Purpose: Staff development workshops for part-time math faculty

hadaga ng Agama ng agamang binan a Shuyer an ng pagalang banga

Cost/Funding Source: NTE \$500 from Staff Development funds to include food and beverages

Nish, Melinda, Vice President of Instruction, to attend a dissertation committee workshop in Tucson, AZ from July 19, 2010, through July 23, 2010. Reimbursement of tuition NTE \$1,500 to be paid from Management Professional Development funds.

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3.05.09 Authorization for Staff Development - District

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

Category: Agenda Type: Public Access: Yes

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3.05.09 Authorization for Staff Development - District

PROFESSIONAL DEVELOPMENT

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Semin ar	Date	Amount
Vu Nguyen	MUS 101	6/21/10	\$500.00
Counselor Aide GWC	History – Appreciation of Music	8/01/10	
	MATH 115 College	6/21/10 –	
	Algebra GWC/Coastlin e	8/15/10	
Tim Allen Admission	EDUC 225 Student	6/21/10 —	\$350.00
& Records Tech II GWC	Assessment Methods for Online	7/17/10	
	Instruction EDUC 220	7/19/10 —	í
	Universal Design for Online Instruction Saddleback Community College	8/14/10	
Jesus Alcala	PPA 670	7/10/10	\$3,000.0
Immigration Technician	Policy Issue Analysis PPA 555	8/21/10	0
GWC	Public Budgeting	9/11/10 -	
an en antigan men magnetic in a sin	CSULB	10/23/10	Newsonian meanways of
Connie Marten	MGMT x450.2	6/23/10	\$1,000.0
Instructiona I Asst. LRSCC	Identifying, Recruiting, & Retaining UCI Extension	9/08/10	U Control Control Control

GWC	\$1157		&
Stephanie	BUAD 641	9/02/10	\$3,000.0
Phonsiri	Manageral	-	0
Staff Aide OCC	Economics BUAD 659	10/21/10	2
	Managerial	10/28/10	SAN
No. of Carlo	Accounting		-349
N. Orienta de la Constantina del Constantina de la Constantina del Constantina de la	University of	12/16/10	P
N d piccingges	Redlands	**************************************	
Michael	EDS 280	8/23/10	\$3,000.0
Beale	Foundational	-	0
Learning	Elements of	12/12/10	
Specialist	Adult Learning	NG Period	
Aide OCC	Disability Intervention	8/23/10	
000	EDS 282	-	
	Assessing	12/12/10	
	Cognitive Skills	計 で い	
	in Adults with Learning	encentral entre de la constante de la constant	
	Disabilities		
	CSU	It :	
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Greg	MGMT x478.3	6/03/10	\$725.00
Knowles Network &	Lean Project Management	 06/05/10	
Systems	UCI Extension	00/03/10	
Analyst		4.	
OCC	e Transie in anno roma engantin materia pinterantan pe	d Brookstanders statistische der sonst Brookstanders statistische der sonst	lawan makama na masan
John L.	Transportation	á <u> </u>	\$1600.0
Vasquez Bus Driver	Administrator Certificate	0	0
District	Program		
	CA Dept. of		i i
in entropropriese et europee president	Education	i Povskaje tomovio	netro de la transportada de la composición della
Maria Mai	B6022	7/01/10	\$1,700.0
A&R Specialist	Financial Management	- 8/21/10	0
CCC	Argosy	0/21/10	
	University		
James	CHIC 302	1/26/10	\$1,112.8
Farrow	Ancient	-	3
Fiscal Specialist	Mexican Culture	5/11/10	y entry in a
OCC	HIST 480		- C - C - C - C - C - C - C - C - C - C
	Development		
	of American		
Farrow Fiscal Specialist OCC	Law Cal State		
	Fullerton		
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3.06 Financial Approvals

Meeting: 07/21/2010 Regular Meeting 3. Consent Calendar

Category: 3. Consent Calen Agenda Type: Action (Consent) Public Access: Yes

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3.06 Financial Approvals

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3.06.01 Approval of Purchase Orders

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

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Category: 3. Consent Calend Agenda Type: Action (Consent)

Public Access: Yes

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3.06.01 Approval of Purchase Orders



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PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P032021	3 Coast Community College Dist	DIS	5480	7,000,000.00
P032022	CCCD Annual medical claims PacifiCare of California Medical premiums	DIS	5472	3,692,500.00
P032022		DIS	5480	3,500,000.00
P032027		DIS	5472	2,017,500.00
P032022	• •	DIS	5472	1,837,500.00
P032027	•	DIS	5472	922,621.00
P0320209		OCC-GB	6250	760,000.00
P032033	- , ,	GWC-GB	6411	502,212.69
P0320228	Reliastar Life Insurance Co Reinsurance premiums	DIS	5481	500,000.00
P032022	•	DIS	5472	495,000.00
P0320147		OCC-GB	6250	470,000.00
P0320339	Workplace Resource LRC classroom & office furniture (GOB) Board Date: 05/05/10	GWC-GB	641.1	433,684.76
P0320159	Dennison Electric Inc Bid 1975 OCC Student Center Renovation Category Q-Electrical/Fire Alarm/Low Voltage	OCC-GB	6250	396,250.00
P0320148	Sys (GOB & ASOCC) Board Date: 05/19/10 Cuyamaca Const Inc Bid 1975 OCC Student Services Renovation Category D-Rough Carpentry/Misc Metals (GOB	OCC-GB	6250	369,000.00
P032050	& ASOCC) Board Date: 05/19/10 Burke Williams & Sorensen LLP District general counsel legal service	DIS	5746	360,000.00
P0320172	Sierra Lathing Co Inc Bid 1975 OCC Student Ctr Reno Cat G- Drywall/Plaster/Framing/Doors/Frames/Hardware	OCC-GB	6250	337,595.00
P0320207	(GOB & ASOCC) Board: 05/19/10 Climatec Building Technologies Group	occ	6250	334,928.00

05/19/10			
	CC-GB	6250	254,770.00
Bid 1975 OCC Student Services Renovation Category E-Roofing/Waterproofing/ Sheet Metal (GOB & ASOCC) Board Date: 05/19/10			
•	ols	5472	245,000.00
P0320149 Continental Plumbing Inc	OCC-GB	6250	227,461.00
Bid 1975 OCC Student Services Renovation Category O-Plumbing/Site Utilities (GOB & ASOCC) Board Date: 05/19/10			
P0320345 Vision Service Plan VSP claims premiums	OIS	5480	200,000.00
P0320389 Follett Higher Education Group Inc #1094 OF Fall Semester EOPS Students books and supplies	OCC .	7601	185,000.00
P0320173 A-1 Fire Protection Inc	CC-GB	6250	182,000.00
Bid 1975 OCC Student Center Renovation Category N-Fire Protection (GOB & ASOCC) Board Date: 05/19/10 P0320193 Blackboard Inc	6WC	5638	176,000.00
Software license & service agreement for application service provider. Board Date: 05/05/10		3030	170,000.00
	ois	5891	175,000.00
P0320143 Blackboard Inc DI	ols	5638	154,100.00
SMA for Blackboard Vista on-line learning system. Board Date: 06/17/09			
P0320344 OC Auditor-Controller Ocean Parking violation citations	OCC	5899	140,000.00
P320013 Pacific Blue Micro Of Technology infrastructure for ABC Building	OCC-GB	6412	138,738.90
(GOB) Board Date: 05/05/10	ols	5891	132,500.00
CCCD Medical administrative fees		3031	
P0320208 Climatec Building Technologies Group Of Bid 1976 Technology Mechanical Controls	CC-GB	6250	115,909.00
Upgrade (GOB) Board Date: 05/19/10 P0320343 Apple Computer Inc O	occ	6412	115,356.31
60 Desktop computers. Board Date: 06/16/10 P0320186 SEWUP JPA Of Student Center Owners Construction Insurance	OCC-GB	5472	109,864.00
(GOB) P0320150 Southcoast Acoustical Interiors Inc O	OCC-GB	6250	103,650.00

	Bid 1975 OCC Student Center Renovation Category I-Acoustical Ceilings (GOB & ASOCC) Board Date: 05/19/10			
P0320158		OCC-GB	6250	99,370.00
	Bid 1975 OCC Student Center Renovation Category A Demolition/ Site Preparation (GOB &			
P0320552	ASOCC) Board Date: 05/19/10 CR & R Inc	occ .	5510	70 000 00
	Open Po for collection & disposal of solid waste, pick up & delivery of dumpsters	OCC	5510	70,000.00
P0320337	· · · · · · · · · · · · · · · · · · ·	GWC-GB	6411	68,009.07
	New LRC lounge furniture (GOB) Board Date: 05/05/10			
P0320195	, , , , , , , , , , , , , , , , , , , ,	OCC-GB	6120	65,000.00
	Recurring maintenance /repair seal coat Adams Lot (GOB)			
P0320275	B & P Services Inc	OCC-GB	6250	65,000.00
P0320234	Chiller emergency repair/replacement (GOB) Promark Technology Inc	GWC	6402	63,779.20
. 302323 .	GWC-Server Software and Maintenance	0110	0702	00,119.20
P0320341	Workplace Resource	GWC-GB	6411	61,685.15
	LRC Miscellaneous furniture (GOB) Board Date: 05/05/10			·
P0320174	Painting and Decor LTD	OCC-GB	6250	55,400.00
	Bid 1975 OCC Student Center Renovation			
	Category K-Painting (GOB & ASOCC) Board Date: 05/19/10			
P0320220	First Colony Life Insurance Co	DIS	5472	55,000.00
	Life insurance premiums	5.0	0412	00,000.00
P0320347	· ·	occ	4312	40,000.00
	Campus custodial paper supplies			
P0320536	Unisource Worldwide Inc	occ	4312	38,000.00
D0220104	General custodial supplies	DIO	0400	05 000 00
F0320194	Sun Environmental Engineering Services Inc GWC-UST Project soils excavation tank removal	DIS	6120	35,699.00
	(DIST Capital Projects)			
P0320216	• • • • • • • • • • • • • • • • • • • •	DIS	5891	35,500.00
	Employee assistance program premiums	•		
P0320204		CCC	6250	35,000.00
	CCC Scheduled maintenance of (20) VAV Units (Fund 40)			
P0320507	•	TRANS	5857	35,000.00
1 0020001	Charter bus services District-wide	TIVANO		35,000.00
P0320500	Follett Higher Education Group Inc #1180	CCC	7601	34,856.00
	EOPS book rental			· •
P0320578	SMS Systems Maintenance Services Inc	DIS	5638	33,122.00
P0320453	Annual SMA for servers Townsend Public Affairs Inc	DIS	5899	30 000 00
1 0020400	TOWNSONG T ADNO ANALIS INC	טוט	2022	30,000.00

Purchase Orders

	Distributed at a second the second as			
70000500	Dist Legislative consulting services	D10	5540	00 000 00
P0320508	5 5	DIS	5510	30,000.00
	District wide hazardous waste disposal	01110	10.15	
P0320539	•	GWC	4315	30,000.00
	Open PO for toner/ink supplies		0.100	
P0320202	Superior Asphalt Paving Inc	OCC-GB	6120	29,516.00
	Recurring/routine maintenance to remove &			
•	replace broken/deteriorating asphalt Adams Ave		•	
-	parking lot (GOB)		*	
P0320214	Alliant Insurance Services Inc	DIS	5892	27,500.00
	CCCD Insurance consulting fees			
P0320230	Vision Service Plan	DIS	5891	27,500.00
	VSP administrative fees			
P0320510	Postmaster	OCC	5831	27,500.00
	Class schedules postage			
P0320137	Sunrise Aviation	OCC	5899	25,000.00
	Service/Maint to Piper PA-28-150, FAA Registry			
	#N43241 (Perkins 09/10 Grant) Board Date:			
	05/05/10			
P0320349	•	OCC	4312	25,000.00
	Graphics Dept paper supplies			
P0320373	Reliable Elevator of OC	OCC	5638	25,000.00
	Service maintenance for campus Elevators			
P0320380	Knorr Systems Inc	OCC	4312	25,000.00
	Chemicals for campus pools			
P0320560		DIS	5899	25,000.00
	Open PO for Career Tech Ed Community			
	Collaborative Grant			
P0320203	Keenan & Associates	OCC-GB	5472	23,961.39
	OCC Student Services Renovation Owner's			
	Construction Protective Ins Policy (GOB)			
P0320139	Main Electric Supply Co	OCC-GB	5899	23,272.50
	Energy Mgt/Utilities Upgrade materials (GOB)			
P0320200	Superior Asphalt Paving Inc	OCC-GB	6120	22,719.00
	Recurring/routine maintenance. Strip, seal, &			
	stripe Parking Lot C (GOB)			
P0320549	Dept of Justice	DIS	5899	20,000.00
	Open PO for live scan reimbursement			
P0320408	Nextel Communications	GWC	4312	19,255.00
	Open PO for Nextel radios for GWC M&O			
	Department			
P0320338	Egan Visual Inc	GWC-GB	6411	18,356.72
	LRC furniture (GOB) Board Date: 05/05/10			
P0320336	• • •	GWC-GB	6411	17,487.02
-	LRC ADA furniture (GOB)			-
P0320538	Time Warner Cable	GWC	5899	17,000.00
_	Open PO for internet services			-
P0320138	Smarthinking Inc	OCC	5699	15,000.00
	_			•

Purc	hase	Orders
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	500 hrs of online tutoring services			
P0320353	Irvine Pipe & Supply Maintenance plumbing supplies	occ	4677	15,000.00
P0320374	* * * * * * * * * * * * * * * * * * * *	occ	5665	15,000.00
P0320387	World-Wide Fire Inc	occ	5650	15,000.00
· P0320388		occ	5657	15,000.00 ⁻
P0320502	, ,	OCC	5665	15,000.00
P0320504	•	OCC	5657	15,000.00
P0320544		OCC	4312	15,000.00
P0320581	Open PO for Print Shop supplies GCI Construction Inc	OCC-GB	6120	14,150.00
P0320231	ABC building storm drain connection (GOB) Norman A Traub Associates	DIS	5746	13,922.55
P0320229	GWC legal investigation consultant Unum Ltc	DIS	5472	12,000.00
P0320509	· · · · · · · · · · · · · · · · · · ·	DIS	5899	12,000.00
P0320164	District Admin Site landscape maint service Castagna Awnings	occ	6250	10,815.19
	Home Economics Bldg window coverings (Fund 40)			
P0320348	Smith Pipe & Supply Inc Repair parts for campus irrigation system	OCC	4677	10,000.00
P0320350	Main Electric Supply Co Campus electrical supplies	OCC	4312	10,000.00
P0320351	Consolidated Electrical Distributors Electrical repair parts	OCC	4677	10,000.00
P0320352	Grainger Maintenance supplies	occ	4677	10,000.00
P0320354	Johnstone Supply Campus HVAC repair parts	OCC	4677	10,000.00
P0320355	• • • • • • • • • • • • • • • • • • • •	OCC	4677	10,000.00
P0320375	Ganahl Lumber Co	OCC ·	4312	10,000.00
P0320376	M & O General Bldg maintenance supplies Home Depot	occ	4312	10,000.00
P0320377		OCC	5650	10,000.00
P0320378	Repairs to campus HVAC Units Besam Entrance Solutions	occ	5650	10,000.00
P0320379	Campus automatic doors repair Crown Fence Co	occ	5665	10,000.00
P0320382	Campus fencing, repairs and installations Village Nurseries LP	OCC	4312	10,000.00

	Campus plants, flowers and landscaping				
P0320383	supplies	occ	4677	10,000,00	1
FU32U363	Smith Pipe & Supply Inc Sports fields irrigation systems repair supplies	000	4077	10,000.00	
P0320384	Orkin Inc	occ	5510	10,000.00	
1 002000+	Campus-wide exterminating /pest control	000	. 3310	10,000.00	
	services				
P0320385	Coast Construction	occ	5650	10,000.00	
	Misc campus bldg repairs			.,	
P0320386	Edwards Service	OCC	5650	10,000.00	
	Campus-wide fire alarm systems service &				
	repairs				
P0320501	El Camino Asphalt Paving Corp	occ	5665	10,000.00	
	Campus parking lots asphalt repairs				
P0320537	Waxie Sanitary Supply	DIS	4312	10,000.00	
D0000E47	FY 10/11 District Site custodial supplies	000	4040	40.000.00	
P0320547	Xerox Corp	OCC	4312 .	10,000.00	
D0000474	Standing purchase order for office supplies	DIO	r000	0.500.00	
P0320171	Epler Co	DIS	5899	9,500.00	
P0320583	CR & R Inc	GWC	5510	9,000.00	
P0320190	Superior Asphalt Paving Inc	OCC-GB	6120	8,616.00	
P0320217	Celtic Special Health Prod Div	DIS	5482	8,500.00	
P0320170	•	DIS	5899	8,300.00	
P0320132	Wisconsin Tech College System Foundation	000	5699	8,035.00	-
P0320129	Donnelly, Caitlin	000	5899	8,000.00	,
P0320201	ThreeForks Inc	CCC	5899	8,000.00	
P0320313	Tremco Inc	OCC	5650	8,000.00	
P0320519	Mandate Resource Services LLC	DIS	5899	8,000.00	
P0320321	Chem Pro Laboratory Inc	000	5510 5000	7,980.00	
P0320503	-	000	5638	7,970.00	
P0320346	Amer Fidelity Assurance	DIS	5891	7,750.00	
P0320260	Home Depot	000	4312	7,500.00	
	Calif Commercial Lighting Supply Inc	OCC	4312	7,500.00	
	ACS Education Services Inc	0CC	5899	7,500.00	
P0320140	•	OCC-GB	6401	7,322.67	
	AWS Consultants Inc	CCC-GB	6205	7,252.00	
P0320221	First Health	DIS	5891	7,000.00	
P0320265		OCC	4312	7,000.00	
P0320514		000	4677	7,000.00	
P0320276	Pacific Blue Micro	GWC	4315	6,986.28	
P0320579	StreetWise Networks LLC	DIS	5638	6,200.00	
P0320182	Infinity Designs	CCC	4321	6,000.00	
P0320224	Medco Health Solutions Inc	DIS	5891	6,000.00	
P0320285	Coastline Equipment Co	OCC	5657	6,000.00	
P0320301	PL Hawn Co Inc	OCC	4312	6,000.00	
P0320475	Orange Coast Auto Repair	OCC	5657	6,000.00	- (
P0320306	Chem Pro Laboratory Inc	occ	4312	5,700.00	,
	•			•	

P0320394	Riddell/All American Sports	GWC	4312	5,374.87
P0320580	StreetWise Networks LLC	DIS	5638	5,200.00
P0320157	Impact Displays & Graphics	CCC	4321	5,176.25
P0320460	Point & Click Solutions Inc	occ	5899	5,100.00
P0320154	ATI/Assessment Technology Institute	GWC	4312	5,000.00
P0320176	Optima Network Services Inc	DIS	5657	5,000.00
P0320241	John Deere Landscapes Inc	OCC	4677	5,000.00
P0320252	Staples Advantage	OCC	4312	5,000.00
P0320254	Alan's Lawnmower & Garden Ctr Inc	OCC -	4312	5,000.00
P0320257		000		•
P0320290	* * * *		4312	5,000.00
	Battery Systems Inc	000	4312	5,000.00
P0320294	Clark Security Products	OCC	4312	5,000.00
P0320295	Dunn Edwards Corp	OCC	4312	5,000.00
P0320296	Grainger	OCC	4312	5,000.00
P0320300	Nexgen	OCC	4312	5,000.00
P0320303	Portacraft Inc	OCC	4312	5,000.00
P0320307	Day & Nite Door Service Inc	OCC	5650	5,000.00
P0320308	Electro Systems Electric Inc	OCC	5650	5,000.00
P0320310	MS Rouse Co	OCC	5650	5,000.00
P0320311	Professional Plumbing Inc	occ	5650	5,000.00
P0320312	Tint Pros	OCC	5650	5,000.00
P0320314	Yale Chase Equipment & Services Inc	OCC	5657	5,000.00
P0320315	Crop Production Services Inc	OCC	4312	5,000.00
P0320318	Montgomery Hardware Co	occ	4677	5,000.00
P0320325	Climatec Building Technologies Group	OCC	5650	5,000.00
P0320326	McMaster-Carr	OCC	4677	5,000.00
P0320329	Main Electric Supply Co	000		
P0320330	• • •		4312	5,000.00
	SC Sign & Supply LLC	000	4312	5,000.00
P0320334	Coast Construction	OCC	5665	5,000.00
P0320362	Aguinaga Green Inc	OCC	4312	5,000.00
P0320363	Airgas West Inc	OCC	4312	5,000.00
P0320366	Crop Production Services Inc	OCC	4312	5,000.00
P0320371	Waterline Technologies Inc	OCC	4312	5,000.00
P0320381	Sign-Mart	OCC	4312	5,000.00
P0320416	Performance Envelope Inc	CCC	4312	5,000.00
P0320435	Rancho Vista Landscaping Inc	OCC	5899	5,000.00
P0320436	·Edwards Service	OCC	4677 ·	5,000.00
P0320438	Montgomery Hardware Co	occ	4677	5,000.00
P0320439	Bee Busters Inc	OCC	5510	5,000.00
P0320441	Reliable Elevator of OC	OCC	5650	5,000.00
P0320442	OC Pump Corp	OCC	5657	5,000.00
P0320444	Leonard Chaidez Tree Service	occ	5665	5,000.00
P0320446	Roto-Rooter Plumbers	000	5665	
P0320440	ADI			5,000.00
		000	4312	5,000.00
P0320468	Carmen's Uniforms Inc	OCĆ	5899	5,000.00
P0320518	Follett Higher Education Group Inc #1094	OCC	7601	5,000.00
P0320533	Elmco Duddy	OCC	4677	5,000.00

P0320535	Honeywell Int'l Inc	OCC	5650	5,000.00
P0320545	•	CCC	4312	5,000.00
P0320432	Southcoast Acoustical Interiors Inc	GWC	6250	4,650.00
P0320327	Burke Engineering	OCC	4677	4,500.00
P0320584	OC Fire Protection	GWC	5899	4,300.00
P0320251	School Services of Calif Inc	DIS	5320	4,200.00
P0320141	Dell Higher Education	occ	6412	4,054.38
P0320135	Gerke Consulting & Development LLC	occ	5899	4,000.00
P0320238	Eberhard Equipment Inc	occ ·	4677	4,000.00
P0320273	AA Equipment	occ	4677	4,000.00
P0320449	• •	occ	4312	4,000.00
P0320474	Mesa Golf Carts Inc	OCC	5657	4,000.00
P0320478	SC Sign & Supply LLC	occ	5665	4,000.00
P0320496	B & P Services Inc	CCC	5650	4,000.00
P0320513	Grainger	occ	4312	4,000.00
P0320521	Amer Education Partners LLC	occ	5850	4,000.00
P0320594		occ	4312	4,000.00
P0320145	Apple Computer Inc	GWC	6412	3,729.04
P0320342	Workrite Ergonomics Inc	GWC-GB	6411	
P0320342	CCC ISD	CCC	5899	3,603.59
				3,500.00
P0320356	Follett Higher Education Group Inc #1094	000	7601	3,500.00
P0320445	Professional Turf Specialties Inc	OCC	5665	3,500.00
P0320450	Follett Higher Education Group Inc #1180	OCC	7601	3,500.00
P0320452	Follett Higher Education Group Inc #1181	OCC	7601	3,500.00
P0320414	Buddy's All-Star Inc	GWC	4312	3,413.34
P0320187	Division of State Architect	OCC	6204	3,300.00
P0320152	Graybar Electric	CCC	4315	3,010.06
P0320280	Turf Star Inc	OCC	4677	3,000.00
	Turf Tire Distributors	OCC	4677	3,000.00
	South Coast Bobcat Inc	OCC	5657	3,000.00
P0320309	Model Glass & Mirror	OCC	5650	3,000.00
P0320316		OCC	4312	3,000.00
	AA Equipment	occ	4677	3,000.00
P0320332	Kelly Equipment	OCC	4677	3,000.00
P0320333	Excel Sales & Services Inc	occ	5657	3,000.00
P0320372	BAVCO Backflow Apparatus-Valve	OCC	4677	3,000.00
P0320447	Baker Rentals & Sales Inc	·OCC	5682	3,000.00
P0320476	Pacific Parking Systems Inc	OCC	5657	3,000.00
P0320477	Prince Enterprises Inc	OCC	5657	3,000.00
P0320495	B & P Services Inc	CCC	5650	3,000.00
P0320515	Dept of Industrial Relations	OCC	6205	3,000.00
P0320596	Action Door Controls Inc	occ	5650	3,000.00
P0320393	Gunther's Athletic Service	GWC	4312	2,909.45
P0320169	Computerland of Silicon Valley	GWC	5699	2,892.00
P0320412	Adrenaline Mfg	GWC	4312	2,773.13
P0320456	Stater Bros Markets	occ	4312	2,700.00
P0320163	Office Depot	GWC	4312	2,600.00
			101	_,000.00

P0320263		OCC	4312	2,500.00
P0320317	Accessorie Air Compressor Systems Inc	OCC	4677	2,500.00
P0320328	Dunn Edwards Corp	OCC	4312	2,500.00
P0320465	Universal Placement Program	OCC	5850	2,500.00
P0320487	Security Signal Devices	CCC	5899 ·	2,500.00
P0320556	Dell Higher Education	OCC	4315	2,500.00
P0320597	Landauer Inc	OCC.	5801	2,200.00
P0320506	Blue Sky Outfitters	occ ·	5850	2,100.00
P0320236	Comprehensive Control Systems Inc	occ ·	4312	2,000.00
P0320242	Hoover Printing & Lithography Inc	occ	4312	2,000.00
P0320253	Aguinaga Green Inc	occ	4312	2,000.00
P0320258	Commercial Landscape Supply Inc	OCC	4312	2,000.00
P0320259	DM Color Express Inc	OCC .	4312	2,000.00
P0320291	Builders Security Locks & Services Inc	OCC	4312	2,000.00
P0320297	Graybar Electric	occ	4312	2,000.00
P0320304	Powertron Battery Co	occ	4312	2,000.00
P0320320	·	OCC	5510	2,000.00
P0320324	Fry's Electronics	OCC	4312	2,000.00
P0320361	ID Card Technology Corp	occ	4312	2,000.00
P0320368	Home Depot	occ	4312	2,000.00
P0320395	Sport Chalet Team Sales	GWC	4312	2,000.00
P0320440	Castagna Awnings	occ	5510	2,000.00
P0320457	•	occ	4312	2,000.00
P0320458	Discount School Supply	occ ·	4312	
P0320481	Saddleback Golf Cars	occ	4677	2,000.00 2,000.00
P0320483	Graybar Electric	OCC	4677	•
P0320493	OC Fire Protection	CCC	5899	2,000.00
P0320531	Pro Photo Connection Inc	000	4312	2,000.00
P0320540	Office Depot	occ	4312	2,000.00
P0320550	Office Depot	000	4312	2,000.00
P0320565	Second Nature Inc	DIS	5320	2,000.00
P0320167	Grainger	OCC		2,000.00
P0320399	S & R Sport		4312	1,997.35
P0320400	Monkey Sports	GWC	4312	1,884.88
P0320400	RBF Consulting	GWC	4312	1,864.57
P0320586	_	CCC-GB	6269	1,850.00
	Johnstone Supply	GWC	4677	1,801.71
P0320546	Office Depot	· OCC	4312 ⁻	1,800.00
P0320591	Red Wing Shoe Store	GWC	7601	1,794.38
P0320391	Calif Pro Sports	GWC	4312	1,758.62
P0320397	Victory Custom Athletic Inc	GWC	4312	1,694.14
P0320281	The Shredders	OCC	4312	1,600.00
P0320471	CI Solutions	occ	5638	1,600.00
P0320415	On Track	GWC	4312	1,550.73
P0320266	Sims-Orange Welding Supply Inc	occ	4312	1,500.00
P0320267	Southern Counties Lubricants LLC	OCC	4312	1,500.00
P0320268	Grainger	OCC	4312	1,500.00
P0320274	Irvine Pipe & Supply	OCC	4677	1,500.00

P0320359	GlaxoSmithKline	occ	4312	1,500.00
P0320403	Master Recording Supply Inc	CCC	4401	1,500.00
P0320418	Nextel Communications	CCC	0000	1,500.00
P0320462	OCC Food Services	occ	4312	1,500.00
P0320463	Follett Higher Education Group Inc #1094	occ	4312	1,500.00
P0320464	Federal Express Corp	occ	5831	1,500.00
P0320470	Home Depot	ocć	_. 4312	1,500.00
P0320554	Office Depot	occ	4312	1,500.00
P0320561	Office Depot	OCC.	4312	-1,500.00
P0320232	ADI	OCC-GB	4315	1,487.59
P0320134	Fry's Electronics	occ	4312	1,406.99
P0320340	Mayline Group	GWC-GB	6411	1,400.94
P0320511	Blue Sky Outfitters	occ	- 4312	1,335.27
P0320398	VS Athletics	GWC	4312	1,287.62
P0320413	3M Co	GWC	5638	1,256.00
P0320191	Computerland of Silicon Valley	DIS	5699	1,232.35
P0320489	OC Fire Protection	CCC	5655	1,200.00
P0320517	Costco Wholesale	occ	4312	1,200.00
P0320396	Sport & Cycle Inc	GWC	4312	1,175.41
P0320130	Pearson Education	occ	4312	1,102.95
P0320402	Fry's Electronics	CCC	4401	1,100.00
P0320155	MCM	GWC	4315	1,082.06
P0320183	Shutterstock Images LLC	CCC	5748	1,079.00
P0320184	Linkyo Corp	GWC	4315	1,070.05
P0320142	Kaplan Early Learning Co	OCC	4312	1,020.00
P0320210	Villanueva, Michelle	CCC	5112	1,000.00
P0320211	Nickerson, David	CCC	5112	1,000.00
P0320237	Ditch Witch Southern Calif	OCC	4677	1,000.00
P0320247	Print & Finishing Solutions	OCC	4312	1,000.00
P0320248	Saddleback Golf Cars	OCC	4312	1,000.00
P0320250	Home Depot	DIS	4312	1,000.00
P0320255		OCC	4312	1,000.00
P0320256	Home Depot	OCC	4312	1,000.00
P0320261	Hub Auto Supply	OCC	4312	1,000.00
P0320264	Rain Bird Services Corp	OCC	4312	1,000.00
P0320279	Mesa Golf Carts Inc	OCC	4677	1,000.00
P0320282	System One Business Products Inc	OCC	4312	1,000.00
P0320286	Daniels Tire Service	OCC	5657	1,000.00
P0320289	Austin Hardwoods	OCC	4312	1,000.00
P0320292	Cal-Wal Gypsum Supply	OCC	4312	1,000.00
P0320298	Industrial Metal Supply	OCC	4312	1,000.00
P0320299	Lab Safety Supply	OCC	4312	1,000.00
P0320302	Plastic Sales Southern Inc	OCC	4312	1,000.00
P0320305	Western Illuminated Plastics Inc	OCC	4312	1,000.00
P0320322	Prudential Overall Supply Co	OCC	5899	1,000.00
P0320358	White Cap Construction Supply	OCC	4312	1,000.00
P0320360	Wells Supply Co	OCC	4677	1,000.00

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P0320364	. 9 ,	OCC	4312	1,000.00
P0320367	Gail Materials	occ	4312	1,000.00
P0320369	Neozyme Int'l Inc	occ	4312	1,000.00
P0320370	•	occ	4312	1,000.00
P0320419	Shred Confidential Inc	CCC	5899	1,000.00
P0320437	Knorr Systems Inc	OĊC	4677	1,000.00
P0320451	Galls Inc	occ	5899	1,000.00
P0320469	Crown Ace Hardware	occ i	4312	1,000.00
P0320479	IBS of Calif Coast	occ	4312	1,000.00
P0320485	Home Depot	OCC	4677	1,000.00
P0320541	•	occ	4312	1,000.00
P0320542	Follett Higher Education Group Inc #1094	occ	4312	1,000.00
P0320548	Office Depot	OCC	4312	1,000.00
P0320551	Office Depot	DIS	4312	1,000.00
P0320553	Office Depot	OCC	4312	1,000.00
P0320558	Office Depot	occ	4312	1,000.00
P0320564	•	CCC	4312	
P0320587	Women Helping Women	CCC		1,000.00
P0320588	. •		7601	1,000.00
•	<i>.</i> •	CCC	7601	1,000.00
P0320589	Working Wardrobes	CCC	7601	1,000.00
P0320590	Working Wardrobes	CCC	7601	1,000.00
P0320427	Amtech Elevator Services	CCC	5638	975.00
P0320180		GWC	4312	941.39
P0320131	McGraw-Hill Companies	OCC	4312	892.15
P0320431	Ewing Irrigation Products Inc	GWC	4312	879.00
P0320428	Reliable Elevator of OC	CCC	5638	840.00
P0320543	Xerox Corp	OCC	5638	832.00
P0320161	Office Depot	GWC	4312	807.76
P0320323	Seal's Compressed Gases	OCC	5899	800.00
P0320434		OCC	5510	800.00
P0320466	Western Graphics Plus	OCC	5850	800.00
P0320246	Micro Center	OCC	4312	750.00
P0320498	Chem Pro Laboratory Inc	CCC	5638	750.00
P0320392	Competitive Aquatic Supply	GWC	4312	744.72
P0320401	Comtel Pro Media	CCC	4401	700.00
P0320555	Office Depot	occ	4312	700.00
P0320249	CI Business Equipment Inc	DIS	5638	695.00
P320179	Damian Dlugolecki	GWC	4312	684.60
P0320185	Graybar Electric	CCC	4315	669.42
P0320454	Eversoft	OCC	5638	650.00
P0320213	SPSS Inc	CCC	5699	
P0320153	Harland Technology Services	GWC		642.95
P0320284			5638	630.00
	Prudential Overall Supply Co	000	5510	600.00
P0320357		000	4312	600.00
P0320404	Pacific Video Products Inc	CCC	5657	600.00
P0320420	Air Delights	CCC	4312	600.00
P0320424	Accurate Termite & Pest Control	CCC	5638	600.00

P0320499	Chem Pro Laboratory Inc	CCC	5638	560.00	1
P0320144	Apple Computer Inc	occ	6412	558.66	(
P0320136	Best Buy Stores LP	OCC	4312	537.18	
P0320205	OCC Food Services	occ	4312	500.00	
P0320235	Direct Edge Inc	occ	4677	500.00	
P0320239	Foliett Higher Education Group Inc #1094	occ	4312	500.00	
P0320245		occ	4312	500.00	
P0320262	Industrial Metal Supply	occ	4312	500.00	
P0320269	· All-Pack Co Inc	OCC	4312	500.00	
	A & M Cleaning Equipment	OCC	4677	500.00	
P0320293		occ	4312	500.00	
	Won Door Corp	occ	4677	500.00	
	Office Depot	GWC	4312	500.00	
	ABC Window Cleaning	CCC	5899	500.00	
P0320421	•	CCC	4312	500.00	
	Accurate Termite & Pest Control	CCC	5638	500.00	
P0320448	Follett Higher Education Group Inc #1094	OCC	4312	500.00	
P0320455		OCC	4312	500.00	
P0320473	· -	OCC	5899	500.00	
P0320482	Portacraft Inc	OCC	4312	500.00	
P0320484		OCC	5657	500.00	
	Saddleback Golf Cars	OCC	5657	500.00	
P0320491	OC Fire Protection	CCC	5638	500.00	,
P0320492		CCC	5638	500.00	(
P0320497		CCC	5638	500.00	
P0320512	•	occ	4677	500.00	
P0320516	Follett Higher Education Group Inc #1094	OCC	4312	500.00	
	Office Depot	DIS	4312	500.00	
	Amer Warehouse	CCC	4312	494.25	
	Pacific Typewriter & Communications Inc	CCC	5638	493.00	
P0320151		CCC	4312	465.88	
P0320410		GWC	4312	435.00	
P0320156	CAPP:Computerized Assess & Placement	GWC	4312	428.27	
P0320240	Home Depot	OCC	4312	400.00	
P0320422	Accurate Termite & Pest Control	CCC	5638	400.00	
P0320557		occ	5638	351.84	
P0320534	OCC Food Services	occ	5899	350.00	
P0320390	College Board	CCC	4312	337.13	
P0320192	-	CCC	4312	310.00	
P0320425	Accurate Termite & Pest Control	CCC	5638	300.00	
	Accurate Termite & Pest Control	CCC	5638	300.00	
P0320430		CCC	5638	300.00	
P0320459		OCC .	4312	300.00	
P0320467		occ	4312	300.00	
P0320490	OC Fire Protection	CCC	5638	300.00	,
P0320494	Vortex	CCC	5638	300.00	(
P0320523	Follett Higher Education Group Inc #1094	occ	4312	300.00	
. 0020020	, should higher Education Group in off 1004	550	1012	000.00	

P0320529	Art Supply Warehouse	OCC	4312	300.00
P0320530	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0320181	Dell Higher Education	CCC	4315	280.52
P0320520	World Point	OCC	4312	251.05
P0320196	Kimberly B Keilbach	CCC	5899	250.00°
P0320197	C-MONet LLC	CCC	5899	250.00
P0320288	A & A Wiping Cloth Inc	occ	4312	250.00
P0320405	Follett Higher Education Group Inc #1181	GWC	4312	250.00
P0320198	Graybar Electric	CCC	4315 -	235.55
P0320488	Ace Business Machines Inc	CCC	5638	195.00
P0320165	Office Depot	CCC	4312	169.19
P0320563	Computerland of Silicon Valley	DIS	5699	141.38
P0320166	GovConnection Inc	GWC	4312	135.94
P0320522	Dell Higher Education	occ	4312	123.38
P0320162	GovConnection Inc	GWC	4312	108.75
P0320243	LA Grinding Co	occ	5657	100.00
P0320411	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0320433	Follett Higher Education Group Inc #1094	occ	4312	100.00
P0320480	Follett Higher Education Group Inc #1094	occ	4312	100.00
P0320532	Follett Higher Education Group Inc #1094	OCC	4312	100.00
P0320177	Par West Turf Services	GWC	4312	86.89
P0320178	Sehi Computer Products Inc	GWC	4315	71.05
P0320407	Follett Higher Education Group Inc #1181	GWC	4312	40.00
P0320472	Educause	OCC	5699	40.00
P0320128	Hitt Marking Devices Inc	DIS	4312	37.63
P0320598	Public Broadcasting Service	occ	4312	32.13
P0320409	Follett Higher Education Group Inc #1181	GWC	4312	21.00
P0320133	Hitt Marking Devices Inc	DIS	4312	18.81
	Total		• •	§29,164,840.59

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

740e1011101

3.06.02 Ratification/Approval of Checks

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

Arendalendoment

3.06.02 Ratification/Approval of Checks

SparskinnerAttenlegi1622 AMbyCeReBucktylesaustan en 977 (120för) vinder /Suntais,



Additional/Administrative Content

CCCD Agenda 07/21/10

NUMBER	NAME OF VENDOR	AMOUNT
0144750	CCC Contract Education	1,364,414.56
	Coastline Military Fee Reconciliation	•
0144293	Medco Health Solutions Inc	279,751.78
	Medical Prescription Claims	
0144625	Medco Health Solutions Inc	274,081.27
	Medical Prescription Claims	
0144622	Coast Community College Dist	255,553.17
	Medical Claims	
0144493	ACSIG Dental / Edge	220,412.56
0144004	Dental Claims and Admin Fees	
0144994	Coast Community College Dist Medical Claims	190,503.23
0144118	- Constellation NewEnergy Inc	. 454.070.05
0144110	Electricity District Wide	- 154,878.65
0145203	Coast Community College Dist	126 620 55
0110200	Medical Claims	126,628.55
0144292	Coast Community College Dist	124,215.56
	Medical Claims	124,210.00
0144412	Coast Community College Dist	121,637.55
	Medical Claims	
0144495	Coast Community College Dist	119,199.42
	Medical Claims	ŕ
0144557	North OC Comm College District	101,756.00
	Voyager Library Circulation & Catalog System	
0145041	Follett Higher Education Group Inc #1094	99,349.50
	Books & supplies for EOPS students at OCC	
0144468	Pitney Bowes Reserve Account	90,000.00
	Postage for mail meter at Coastline	
0144499	Reliastar Life Insurance Co	82,957.56
0444407	Life Insurance Premiums Reliastar Life Insurance Co	
0144497		75,591.00
0144165	Reinsurance Premiums Southern Calif Edison Co	04 047 70
0144103	Electricity District Wide	61,947.76
0144747	Burke Williams & Sorensen LLP	<i>AA</i> 527 70
01-1-7-77	District Legal Services	44,537.78
0144860	Avalon Center at Garden Grove	43,431.58
	Lease payment for One-Stop Center, Westminster	00,100,00
0144498	Reliastar Life Insurance Co	41,193.25
	Long Term Disability Premiums	, .00.20
0144617	RBF Consulting	40,725.60
	OCC Maritime Academy Pedestrian Bridge	,,
0144888	Dell Higher Education	38,032.96
	Desktop computers for Disabled Student program	·
0144845	Stern Architects Inc	37,434.00

	OCC Beenhell Field Bestroom Plda	
0445000	OCC Baseball Field Restroom Bldg Sun Environmental Engineering Services Inc	35 600 00
0145202	• •	35,699.00
0144751	GWC-UST Project Soils Excavation Tank Removal CCCD Student Refunds	24 670 60
0144751	Student Refunds	34,678.50
0144990	B & P Services Inc	22 505 00
0144990	Installation of new VAV boxes at Coastline	32,595.00
0144779	Harry & Grace Steele Child Ctr	32,416.12
0144779	Childcare for April & May	32,410.12
0145100	Newport-Mesa Unified Sch Dist	29,718.55
0143100	OCC Middle College operating expenses	23,7 10.55
0144210	EBSCO Subscription	29,600.18
0144210	OCC Library serials	23,000.10
0144196	Burke Williams & Sorensen LLP	27,784.84
0144100	- District Legal Services	21,104.01
0144623	Delta Health Systems	27,227.50
0020	Administrative Fees	2.,2200
0144500	Vision Service Plan	26,790.91
	Premiums for VSP Claims	,
0144844	Hill Partnership Inc	26,277.75
	GWC Language Arts Complex Architect Agreement	
0144941	Postmaster	26,000.00
	Mailing class schedule and catalog for Coastline	
0145174	Xerox Corp	25,852.05
	Copier paper for the District	
0144279	Unisource Worldwide Inc	25,774.84
	Campus Wide Custodial Supplies	
0145111	Pacific Light Productions Inc	25,488.00
	Pruduction services for telecourses	
0144822	Sunrise Aviation	25,000.00
	Service/Maintenance to Piper PA-28-150	
0144760	Dell Higher Education	24,266.14
0144583	SVM LP	22,530.00
0145199	Cambridge West Partnership LLC	20,450.00
0145033	Dell Higher Education	20,291.09
0145107	Official Payments Corp	20,031.18
0144478	SMS Systems Maintenance Services Inc	19,965.11
0144390	Xerox Corp	19,708.31
0144640	City of Huntington Beach	19,445.27
0144992	P2S Engineering	18,797.30
0145201	Moss Co	18,234.00
0144900	GTC Systems	18,080.52
0144655	GWC Bookstore	17,653.00
0144117	Community College Search Services	17,500.00
0144512	Avatier Corp	16,956.00
0144438	Constellation NewEnergy Inc	16,758.71
0144618	Blue Cross	16,490.16

-		
0144755	Coast Community College Dist	16,418.00
0144621	CCCD Workers Comp Trust Fund	16,151.83
0144989	Atlas Environmental Engineering Inc	15,869.80
0144951	Smarthinking Inc	15,000.00
0144535	Fishnet Security	14,803.54
0144870	Calif Tool Welding Supply	14,778.48
0144116	Community College League of Calif	14,725.21
0144719	AdPlanet	14,518.20
0144637	CCCD - SEOG	14,186.00
0144491	Xerox Corp	13,976.88
0144955	SunGard Higher Education Inc	13,950.00
0144584	The Gas Co	13,255.67
0145053	Goodwill of OC	12,273.75
0144125	Education 4 Work	12,179.00
0144603	- OCC Food Services -	11,854.05
0144930	OC Auditor-Controller	11,836.00
0144943	Professional Personnel Leasing Inc	11,508.23
0144600	Susan Wilcox	11,500.00
0144620	CCCD Workers Comp Trust Fund	11,499.15
0144480	Southern Calif Edison Co	11,449.26
0145093	Mesa Consolidated Water Dist	11,161.40
0145156	Sun Environmental Engineering Services Inc	11,000.00
0144411	Innovation Wireless LLC	10,001.58
0144721	Aircraft Spruce & Specialty Co	9,699.37
0144882	Community Lock & Safe Service	9,625.70
0144242	Mesa Consolidated Water Dist	9,407.54
0145147	Sehi Computer Products Inc	9,372.41
0144289	Western Graphics Plus	9,243.75
0144290	Xerox Corp	8,996.12
0144172	UPS Protection	8,799.00
0144729	Altaware Inc	8,752.88
0144204	College Board	8,750.00
0144521	CCCD Student Refunds	8,587.99
0144785	Konik & Co	8,544.99
0144169	Trace3	8,386.00
0145009	Atkinson Andelson Loya Ruud & Romo	8,338.64
0144108	CCCD Student Refunds	8,233.35
0144496	First Colony Life Insurance Co	8,055.04
0144276	Total Recall Captioning Inc	8,020.00
0144666	Los Angeles Valley College	8,000.00
0144748	Cabrillo College	8,000.00
0144476	Sierra College	7,998.27
0144320	Feather River Comm College	7,987.50
0144461	Mt San Jacinto College	7,948.71
0144931	OC Auditor-Controller	7,874.00
0144828	Village Nurseries LP	7,835.85
0144911	Jobelephant.com Inc	7,706.25
5 1775 11		7,700,20

0445470	Modello and Danson	
0145172	Workplace Resource CCC	7,687.69
0145020		7,537.43
0144514	Beach Paving Inc	7,400.00
0144237	Lin, William Veronica N Norris	7,300.00
0144594		7,300.00
0144267	Southern Calif Edison Co	7,293.00
0144278	Union Bank of California	7,197.44
0144224	Graphic Edge	7,014.38
0144440	Peter Cossavella Westin South Coast Plaza	7,000.00
0144386		6,955.52
0145106 0144767	Office Depot Federal Express Corp	6,873.33
0144631	Best Buy Stores LP	6,800.71
0144631	Caitlin Donnelly	6,510.91
0144579 -	Snap-On Tools	6,500.00
0144932	OC Auditor-Controller	- 6,162.67
0145119	Pixel Abuse	6,138.50
0144801	Pixel Abuse	6,030.00
0144884	Consolidated Electrical Distributors	5,970.00 5,953.46
0144820	State of CA-Military Dept	5,853.16 5,708.44
0144286	Waxie Sanitary Supply	5,700.44 5,670.92
0144933	OC Auditor-Controller	5,652.00
0145178	Home Depot	5,610.79
0144313	College of the Canyons	5,522.15
0144275	ThreeForks Inc	5,475.31
0145021	CCCD Student Refunds	5,443.00
0144558	OCC Food Services	5,432.29
0145098	MS Rouse Co	5,415.00
0144541	GovConnection Inc	5,397.74
0144869	Business Properties	5,392.27
0144891	Embassy Suites Hotel Anaheim-South	5,381.83
0144563	PGINET Consulting	5,326.00
0144281	Valerie Schmidt Associates	5,320.00
0144969	Home Depot	5,257.29
0144689	Townsend Public Affairs Inc	5,240.00
0144524	CI Solutions	5,228.83
0145066	Home Depot ·	5,166.36
0144958	The Gas Co	5,086.95
0145134	Wendy Rakochy	5,082.00
0144171	Union Bank of California	5,054.60
0144211	Education 4 Work	5,000.00
0144245	OC Business Council	5,000.00
0144446	El Camino College	5,000.00
0144859	ATI/Assessment Technology Institute	5,000.00
0145084	Main Electric Supply Co	4,966.64
0145049	Gavilan College	4,945.61
0144742	Best Air Control	4,940.00

0144953	State Board of Equalization	4 007 00
0144315	Crown Fence Co	4,897.00
0144389	Workplace Resource	4,820.00
0144815	South Coast Air Quality Mgmt District	4,772.02
0144553	LRH Consulting	4,712.85
0144920	LRH Consulting	4,608.00
0144105	Ayres Hotel & Suites	4,608.00
0144328	Thomas Hallgren	4,548.73
0144826	Ultimate Gifts	4,500.00
0144582	Spartan Tool LLC	4,442.44
0144892	ESL.net	4,437.09 4,367.95
0144564	Physician Sales & Service Inc	4,335.69
0145120	PL Hawn Co Inc	4,303.64
0144966	Vital Link OC	4,200.00
0144856	Arts Management System Ltd	4,175.00
0144494	Care Resources Inc	4,126.75
0144651	Follett Higher Education Group Inc #1094	4,020.93
0144336	Ralph Jagodka	4,000.00
0144346	Steve Linthicum	4,000.00
0144642	Community College League of Calif	3,997.00
0144897	Goodwill of OC	3,946.25
0144957	The Gas Co	3,941.81
0144886	CR & R Inc	3,873.82
0144816	Southern Calif Edison Co	3,849.70
0145047	Gregory Gardiner	3,825.00
0144489	Waxie Sanitary Supply	3,810.43
0144432	CCCD Revolving Cash Fund	3,675.00
0144523	Certified Transportation Services Inc	3,619.83
0145154	Jon Stephenson	3,600.00
0145052	Gibraltar Associates Inc	3,550.00
0145054	Gopher Sports	3,508.08
0144733	Arcadia Chair Co	3,463.65
0145200	Division of State Architect	3,300.00
0144143	Pak West Paper & Packaging	3,274.79
0145169	Waxie Sanitary Supply	3,236.29
0144846	A-1 Fence	3,161.00
0144638	CCCD-Cash Clearing	3,119.50
0144965	Verizon Wireless	3,092.21
0145003	AT & T	3,069.01
0144378	Total Recall Captioning Inc	3,007.50
0144817	Southern Counties Oil Co	3,005.49
0144227	Hartley & Assoc	3,000.00
0144445	Drew & Associates	3,000.00
0144671	Neo Networking Inc	3,000.00
0145031	Marion Daniel	3,000.00
0144726	Alliance Coatings Inc	2,999.19
0145136	Refrigeration Supplies Distrib	2,983.33

	,	
0144136	Miller, Darlene	2,970.77
0144561	Oxford University Press	2,944.20
0145013	Best Air Control	2,930.00
0145139	Roto-Rooter Plumbers	2,925.00
0144918	LiNKS Sign Language & Interpreting Services	2,895.00
0144674	OCE'	2,888.12
0144676	Oracle America Inc	2,822.68
0145042	Follett Higher Education Group Inc #1180	2,813.84
0144868	James Brown	2,800.00
0144533	Duvac Electronics	2,783.40
0144775	GTC Systems	2,782.00
0144261	Wendy Rakochy	2,772.00
0144993	Taylor & Associates	2,761.88
0144940	Pitney Bowes	2,751.00
0144823	Synegi Inc	2,735.00
0144332	Horizon	2,723.62
0144765	En Pointe Technologies Inc	2,707.01
0145061	GWC Bookstore	2,644.74
0144924	Montgomery Hardware Co	2,633.39
0144216	Fisher Scientific	2,606.23
0144277	tw telecom holdings Inc	2,573.46
0145108	On-Site LaserMedic Corp	2,557.34
0144095	Accuvant	2,533.79
0144746	Burke Engineering	2,529.04
0144220	Richard Ghidella	2,500.00
0144391	Lale Yurtseven	2,500.00
0144511	AudioVision Production Services	2,500.00
0145050	Richard Ghidella	2,500.00
0144441	Day & Nite Door Service Inc	2,495.00
0144310	Chem Pro Laboratory Inc	2,478.00
0144168	ThreeForks Inc	2,452.36
0144867	Bill's Camera	2,437.09
0144469	Pixel Abuse	2,430.00
0144228	Haz Party Rentals	2,399.96
0144101	Robert Altamura	2,375.00
0144799	Party Makers/SC Rentals	2,366.51
0144135	LiNKS Sign Language & Interpreting Services	2,331.00
0144371	Southern Counties Oil Co	2,320.88
0144683	Sparkletts	2,283.18
0144160	Jodi Rodriguez	2,250.00
0144094	Aardvark Clay Supply	2,242.56
0144110	Certified Transportation Services Inc	2,242.34
0144818	Spicers Paper Inc	2,208.71
0144764	Edwards Service	2,178.33
0144230	Horizon	2,158.78
0144221	Michael Giblin	2,150.00
0144369	SMH Colocation	2,150.00

0144539	Ganahl Lumber Co	2,118.29
0145162	Time Dated Services	2,100.00
0144271	System One Business Products Inc	2,045.57
0144728	Allied Refrigeration Inc	2,014.35
0144881	Coastal Press Inc	2,001.00
0144149	Postmaster	2,000.00
0144202	Cerritos Franchise Inc	2,000.00
0144387	Susan Wilcox	2,000.00
0144763	Dunn Edwards Corp	1,994.27
0145059	Pedro Gutierrez	1,990.25
0144878	City of Fountain Valley	1,980.28
0144109	Center for Leadership Studies	1,966.77
0144645	CR & R Inc	1,959.38
0144873	Castagna Awnings	1,957.50
0145070	Infinity Designs	1,957.50
0144119	Costa Mesa Country Club	1,955.00
0144265	Shinoda Design Center Inc	1,941.06
0144832	VWR Int'l Inc	1,935.02
0144858	AT & T	1,918.17
0144896	Michael Giblin	1,850.00
0144809	Wendy Rakochy	1,848.00
0144901	GWC Associated Students	1,841.22
0144593	Verizon Wireless	1,816.04
0144991	Ewing Irrigation Products Inc	1,805.73
0144813	Shinoda Design Center Inc	1,776.80
0144672	Nextel Communications	1,776.60
0144776	GWC Food Services	1,775.83
0145030	Ding-Jo Currie	1,770.03
0144436	City of Garden Grove	1,768.79
0145095	Mobile Modular Management Corp	1,738.91
0144800	PC Mall Gov Inc	1,734.54
0144323	Gopher Sports KOCE-TV Foundation	1,728.67
0144457		1,682.89
0144206 0144598	Crop Production Services Inc Waxie Sanitary Supply	1,682.18
0144398	Home Depot	1,641.43
0144229	Unisource Worldwide Inc	1,617.37
0144483	SVM LP	1,604.92
0144720	Aguinaga Green Inc	1,600.95
0144626	Medco Health Solutions Inc	1,597.54
0144183	Aircraft Spruce & Specialty Co	1,570.78
0144460	Minuteman Plumbing & Drains	1,569.04
0144654	Grainger	1,567.50 1,564.95
0144345	LiNKS Sign Language & Interpreting Services	1,564.95 1,556.00
0144546	Herff Jones - Cap & Gown Div	1,547.02
0144112	City 0f Newport Beach	1,547.02
0144595	Vietnamese Community of OC	1,539.00
2		1,005,00

0144596	Vietnamese Community of OC	1,539.00
0144604	Sarris Interiors	1,509.06
0144103	AudioVision Production Services	1,500.00
0144272	TechRoom Inc	1,500.00
0145096	Sacha Moore	1,500.00
0145176	Lale Yurtseven	1,500.00
0144772	Gopher Sports	1,496.59
0144532	DM Color Express Inc	1,492.60
0144697	David Whyte	1,482.00
0144208	Dell Higher Education	1,481.28
0145099	NCS Pearson Inc	1,468.13
0144518	Matthew Carlton	1,455.00
0144713	Accessorie Air Compressor Systems Inc	1,452.91
0144756	Computerland of Silicon Valley	1,437.28
0144417	AltE Store B & P Services Inc	1,433.45
0144843		1,430.00
0144545	HB Union High School District CI Solutions	1,419.39
0144111	Maria Traver	1,415.00
0144587	CoA-END	1,402.39
0144114 0144424	Besam Entrance Solutions	1,400.00
0144424	Craft Rackets	1,387.55
0144754	Clark Security Products	1,375.68
0144938	Pete's Road Service Inc	1,372.43
0144938	Grainger	1,372.39 1,370.56
0144340	Key Equipment Finance Inc	1,367.41
0144738	ATI/Assessment Technology Institute	1,365.04
0144757	CR & R Inc	1,363.37
0144937	Partners Data Systems Inc	1,363.00
0144925	MSC Industrial Supply Co	1,362.71
0145117	Physician Sales & Service Inc	1,362.19
0144849	Action Door Repair Corp	1,360.00
0144556	Michael Myers	1,350.00
0144299	AT&T	1,320.33
0144581	South Coast Air Quality Mgmt District	1,309.68
0145116	Phoenix Group Info Systems	1,306.25
0144939	Phoenix Group Info Systems	1,304.90
0144949	Shred Confidential Inc	1,299.38
0145101	Nexgen	1,286.70
0144745	Bob's Shade & Linoleum	1,280.80
0144997	ACS Education Services Inc	1,275.10
0145157	Dejah Swingle	1,252.82
0144331	Home Depot	1,251.68
0145148	Sign-Mart	1,250.48
0145089	Mariposa Women & Family Center	1,241.00
0145071	Teresa James	1,234.24
0144513	B & P Services Inc	1,220.52

04444		•
0144451	Grainger	1,218.56
0144947	SC Sign & Supply LLC	1,212.56
0144246	OC Wholesale Flowers	1,205.50
0144802	Prado Olympic Shooting Park	1,200.00
0145027	Coast Construction	1,190.00
0144547	Home Depot	1,159.31
0144619	CCCD Workers Comp Trust Fund	1,152.95
0144442	Declues, Burkett & Thompson, LLP	1,150.02
0144795	OCE'	1,149.46
0145065	Eric Hobbs	1,148.50
0144664	Linkyo Corp	1,147.21
0144725	Alan's Lawnmower & Garden Ctr Inc	1,135.79
0145015	Pete Bouzar	1,115.14
0144679	Public Economics Inc	1,107.25
0144851	Alamitos Auto Parts Inc - Napa	1,106.25
0144382	Verizon Wireless	1,102.45
0145016	Derek Boyer	1,100.00
0145040	Carol Flowers	1,100.00
0144716	ACT Inc	1,099.40
0144934	OCC Food Services	1,094.91
0144855	Apple Computer Inc	1,090.08
0145138	ROI Networks Inc	1,087.50
0144880	CMJ Designs Inc	1,084.23
0144504	Air Resources Board	1,067.50
0144253	Performance Envelope Inc	1,052.86
0144434	Chevron	1,046.77
0145037	Facilities Protection Systems	1,045.00
0144568	Print & Finishing Solutions	1,040.96
0144681	South Coast Air Quality Mgmt District	1,037.65
0144908	Irvine Pipe & Supply	1,036.53
0145090	Connie Marten	1,019.52
0144866	Benner Metals Corp	1,013.01
0144447	Foundation for CA Comm Colleges Umoja Comm	1,000.00
0144544	GWC Foundation	1,000.00
0144718	ADA Badminton & Tennis	1,000.00
0144865	Bruce Belo	1,000.00
0145075	Lucy Kaliski	1,000.00
0144142	Office Depot	990.16
0144914	Johnstone Supply	981.30
0144376	The Gas Co	981.12
0144688	The Gas Co	974.59
0144209	Digital Networks Group Inc	966.88
0144852	ALD Security Innovations	962.00
0144588	Unisource Worldwide Inc	953.78
0144416	Alan's Lawnmower & Garden Ctr Inc	937.86
0144827	UPS Protection	935.25
0144325	Graybar Electric	928.80

0145058	Graybar Electric	916.74
0144148	Pocket Nurse	.916.36
0144354	Office Depot	914.95
0144970	Ingardia Brothers Produce Inc	914.69
0145140	Rutan & Tucker LLP	908.00
0144847	AA Equipment	907.93
0144864	BAVCO Backflow Apparatus-Valve	902.57
0144667	Marina Landscape Inc	895.00
0144876	Chun, Edna	889.90
0145123	Omid Pourzanjani	889.72
0145150	Smith Pipe & Supply Inc	889.68
0144714	Accurate Termite & Pest Control	882.00
0144415	Air Filter Depot	869.68
0144531	Digital Networks Group Inc	861.02
0144712	Aberdeen Captioning Inc	861.00
0145035	Shirley Donnelly	859.21
0144128	GlaxoSmithKline	856.20
0144833	Xerox Corp	854.13
0144691	Turf Star Inc	851.87
0144753	CI Solutions	851.71
0144217	Fry's Electronics	842.89
0144736	AT&T	841.87
0144375	Tangram	836.71
0144848	Aardvark Clay Supply	825.96
0144198	Calif Tool Welding Supply	823,67
0144296	Art Supply Warehouse	821.34
0144374	T-Mobile	820.77
0144466	Office Depot	818.94
0145091	Jennifer Mc Donald	817.21
0144644	Steve Cox	810.00
0144133	Keenan & Associates	806.77
0144317	DataPipe Inc	800.00
0144355	Orkin Inc	800.00
0144450	Goodwill of OC	800.00
0144126	Fay, James	798.86
0144560	Office Depot	797.05
0144658	Iron Mountain	796.16
0144335	Irvine Pipe & Supply	793.19
0144516	Calif Tool Welding Supply	786.71
0145171	Western Illuminated Plastics Inc	783.54
0144306	Blick Art Materials	780.87
0144176	Yale Chase Equipment & Services Inc	777.91
0145010	B & H Photo-Video	775.60
0144471	Quinn Power Systems	775.00
0144996	Academíc Cap & Gown	761.00
0144456	Kelly Paper	757.45
0144238	Main Electric Supply Co	755.43

0144709 Delta Health Systems 750.00 0144601 Xerox Corp 747.35 0144134 Landesberg-Boyle, Jill 745.83 0144193 Sky-Tech Communications 735.00 0144863 Battery Systems Inc 728.91 0144903 Hasco Oil Co Inc 723.53 0144522 CDWG 717.12 0144960 Tri-Anim Health Services 715.22 0144971 J & A Glass 710.00 0144350 Minuteman Plumbing & Drains 706.50 0144351 Aristic Flowers 706.88 0145018 Chandulal Brahmbhatt 702.21 0144373 NCS Pearson Inc 701.96 0144473 NCS Pearson Inc 701.01 0144875 Thomas Chambers 700.00 0145032 Julie David 700.00 0145032 Julie David 700.00 0145033 Julie David 700.00 0145034 Patrick Frohn 700.00 0145035 Jamie Ray 700.00	0144698	World-Wide Fire Inc	750.01
01444601 Xerox Corp 747.35 0144134 Landesberg-Boyle, Jill 745.83 01441493 Sky-Tech Communications 735.00 0144863 Battery Systems Inc 728.91 0144903 Hasco Oil Co Inc 723.53 0144960 Tri-Anim Health Services 715.22 0144910 J & A Glass 710.00 0144450 Minuterman Plumbing & Drains 706.88 0144501 Artistic Flowers 706.89 0144501 Chandulal Brahmbhatt 702.21 0144503 Guardian Power Protection Services Inc 701.01 0144543 Guardian Power Protection Services Inc 701.01 0144502 Thomas Chambers 700.00 0144503 Evonne Durand 700.00 0145032	0144709	Delta Health Systems	
0144134 Landesberg-Boyle, Jill 745.83 0145149 Sky-Tech Communications 735.00 0144863 Battery Systems Inc 728.91 0144903 Hasco Oil Co Inc 723.53 0144522 CDWG 717.12 0144900 Tri-Anim Health Services 715.22 0144175 Xerox Corp 711.23 0144910 J & A Glass 710.00 0144350 Minuteman Plumbing & Drains 708.50 0144510 Arlistic Flowers 706.88 0145018 Chandulal Brahmbhat 702.21 0144510 Arlistic Flowers 701.96 0144513 Guardian Power Protection Services Inc 701.01 01444875 Thomas Chambers 700.00 01445022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145033 Patrick Frohn 700.00 0145043 Patrick Frohn 700.00 01445043 Patrick Frohn 700.00 0144834 Discount School Supply	0144601	•	
0145149 Sky-Tech Communications 735,00 0144863 Battery Systems Inc 728,91 0144903 Hasco Oil Co Inc 723,53 0144522 CDWG 717,12 0144980 Tri-Anim Health Services 715,22 0144175 Xerox Corp 711,23 0144910 J & A Glass 710,00 0144310 Artistic Flowers 706,88 0144510 Artistic Flowers 706,88 0144511 Chandulal Brahmbhatt 702,21 0144521 Chandulal Brahmbhatt 702,21 0144373 NCS Pearson Inc 701,96 0144137 NCS Pearson Inc 701,01 0144875 Thomas Chambers 700,00 0145022 Thomas Chambers 700,00 0145032 Julie David 700,00 0145033 Patrick Frohn 700,00 0145043 Patrick Frohn 700,00 0145035 Jamie Ray 700,00 0144515 Jamie Ray 700,00 0144515 </td <td>0144134</td> <td>Landesberg-Boyle, Jill</td> <td></td>	0144134	Landesberg-Boyle, Jill	
0144863 Battery Systems Inc 728.91 0144903 Hasco Oil Co Inc 723.53 0144522 CDWG 717.12 0144900 Tri-Anim Health Services 715.22 0144175 Xerox Corp 711.23 0144910 J & A Glass 700.00 0144550 Minuteman Plumbing & Drains 708.50 01445018 Chandulal Brahmbhatt 702.21 0144513 NCS Pearson Inc 701.96 0144543 Guardian Power Protection Services Inc 701.01 0144575 Thomas Chambers 700.00 0145032 Julie David 700.00 0145033 Julie David 700.00 0145036 Evonne Durand 700.00 0145037 Patrick Frohn 700.00 0145038 Farzane Farazdaghi 699.63 0145038 Farzane Farazdaghi 699.63 0144335 Waxie Sanitary Supply 695.56 0144467 Barry Perrou 675.00 01444972 Smart & Final Stores LLC 673.	0145149	Sky-Tech Communications	
0144903 Hasco Oil Co Inc 723.53 0144522 CDWG 717.12 0144960 Tri-Anim Health Services 715.22 0144910 J & A Glass 710.00 0144910 J & A Glass 710.00 0144350 Minuteman Plumbing & Drains 708.50 0144510 Artistic Flowers 706.88 0145018 Chandulal Brahmbhatt 702.21 0144543 Guardian Power Protection Services Inc 701.01 0144875 Thomas Chambers 700.00 0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145033 Patrick Frohn 700.00 0145043 Patrick Frohn 700.00 0145034 Patrick Frohn 700.00 0144503 Patrick Frohn 700.00 0144504 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.40 0144039 Wakie Sanitary Supply 695.56 0144467 Barry Perrou 675.00	0144863	Battery Systems Inc	
0144522 CDWG 717.12 0144980 Tri-Anim Health Services 715.22 0144175 Xerox Corp 711.23 0144910 J & A Glass 710.00 0144910 J & A Glass 706.85 0144510 Artistic Flowers 706.88 0145018 Chandulal Brahmbhatt 702.21 0144510 NCS Pearson Inc 701.91 0144543 Guardian Power Protection Services Inc 701.01 0144575 Thomas Chambers 700.00 0145032 Julie David 700.00 0145033 Julie David 700.00 0145036 Evonne Durand 700.00 0145037 Patrick Frohn 700.00 0145038 Farchick Frohn 700.00 0145039 Patrick Frohn 700.00 0144834 Discount School Supply 699.63 0144835 Waxie Sanitary Supply 699.63 0144385 Waxie Sanitary Supply 695.60 0144515 Pharmedix 689.30	0144903	Hasco Oil Co Inc	
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0144175 Xerox Corp 711.23 0144910 J & A Glass 710.00 0144350 Minuteman Plumbing & Drains 708.50 0144510 Artistic Flowers 706.88 0145018 Chandulal Brahmbhatt 702.21 0144137 NCS Pearson Inc 701.96 0144543 Guardian Power Protection Services Inc 701.01 0144575 Thomas Chambers 700.00 0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145034 Patrick Frohn 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0144835 Waxie Sanitary Supply 695.56 0144385 Waxie Sanitary Supply 695.66 01445115 Pharmedix 682.50 0144467 Bary Perrou 675.00 0144496 Pocket Nurse 682.50 0144910 Sanit & Final Stores LLC 673.55	0144960	Tri-Anim Health Services	
0144910 J & A Glass 710.00 0144350 Minuteman Plumbing & Drains 708.50 0144510 Artistic Flowers 708.50 0145018 Chandulal Brahmbhatt 702.21 0144137 NCS Pearson Inc 701.96 014453 Guardian Power Protection Services Inc 701.01 0144875 Thomas Chambers 700.00 0145032 Thomas Chambers 700.00 0145033 Evonne Durand 700.00 0145036 Evonne Durand 700.00 0145037 Jamie Ray 700.00 0145038 Patrick Frohn 700.00 0144834 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.40 0144335 Waxie Sanitary Supply 695.56 0145115 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144497 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0144311 City of La Habra Heights	0144175	Xerox Corp	
0144350 Minuteman Plumbing & Drains 708.50 0144510 Artistic Flowers 706.88 0145018 Chandulal Brahmbhatt 702.21 0144137 NCS Pearson Inc 701.96 0144543 Guardian Power Protection Services Inc 701.01 0144875 Thomas Chambers 700.00 01445022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0144835 Waxie Sanitary Supply 695.66 0144385 Waxie Sanitary Supply 695.66 01441515 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 01444972 Smart & Final Stores LLC 673.35 0144073 Ci a Habra Heights 610.00 0145048 Kimberly Garrison	0144910	J & A Glass	
0144510 Artistic Flowers 706.88 0145018 Chandulal Brahmbhatt 702.21 0144137 NCS Pearson Inc 701.96 0144543 Guardian Power Protection Services Inc 701.01 0144875 Thomas Chambers 700.00 0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145045 Jamie Ray 700.00 0145038 Farzane Farazdaghi 699.63 0145038 Farzane Farazdaghi 699.40 0144384 Discount School Supply 695.56 0145038 Farzane Farazdaghi 699.40 0144385 Waxie Sanitary Supply 695.56 0145115 Pharmedix 688.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0145048 Kimberly Garrison 652.50 <td>0144350</td> <td>Minuteman Plumbing & Drains</td> <td></td>	0144350	Minuteman Plumbing & Drains	
0144137 NCS Pearson Inc 701.96 0144543 Guardian Power Protection Services Inc 701.01 0144875 Thomas Chambers 700.00 0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.40 0144385 Waxie Sanitary Supply 695.56 0145115 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0144311 City of La Habra Heights 671.00 0145048 Kimberly Garrison 657.04 0145125 Presentation Folder Inc 652.50 0144487 Caltime Metals 648.15 01444916 Knorr Systems Inc 642	0144510	Artistic Flowers	
0144543 Guardian Power Protection Services Inc 701.01 0144875 Thomas Chambers 700.00 0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.63 01445038 Farzane Farazdaghi 699.63 0144385 Waxie Sanitary Supply 695.56 0144315 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0144311 City of La Habra Heights 671.00 0145048 Kimberly Garrison 657.04 0145125 Presentation Folder Inc 652.50 0144435 Cl Solutions 651.41 01444871 Caltime Metals 642.	0145018	Chandulal Brahmbhatt	702.21
0144875 Thomas Chambers 700.00 0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.40 0144385 Waxie Sanitary Supply 695.56 0145115 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0144311 City of La Habra Heights 671.00 0145048 Kimberly Garrison 657.04 0145125 Presentation Folder Inc 652.50 014435 CI Solutions 651.41 0144871 Caltime Metals 648.15 0144916 Knorr Systems Inc 642.50 0144730 Amer Warehouse 637.81	0144137	NCS Pearson Inc	701.96
0145022 Thomas Chambers 700.00 0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.40 0144385 Waxie Sanitary Supply 695.56 0145115 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0144311 City of La Habra Heights 671.00 0145048 Kimberly Garrison 657.04 0145125 Presentation Folder Inc 652.50 0144435 Cl Solutions 651.41 0144871 Caltime Metals 648.15 0144872 Knorr Systems Inc 642.50 0144916 Knorr Systems Inc 642.50 0144730 Amer Warehouse 637.81 <tr< td=""><td>0144543</td><td>Guardian Power Protection Services Inc</td><td>701.01</td></tr<>	0144543	Guardian Power Protection Services Inc	701.01
0145032 Julie David 700.00 0145036 Evonne Durand 700.00 0145043 Patrick Frohn 700.00 0145135 Jamie Ray 700.00 0144834 Discount School Supply 699.63 0145038 Farzane Farazdaghi 699.40 0144385 Waxie Sanitary Supply 695.56 0145115 Pharmedix 689.30 0144256 Pocket Nurse 682.50 0144467 Barry Perrou 675.00 0144972 Smart & Final Stores LLC 673.35 0144311 City of La Habra Heights 671.00 0145048 Kimberly Garrison 657.04 0145125 Presentation Folder Inc 652.50 014435 CI Solutions 651.41 0144871 Caltime Metals 648.15 0144324 Knorr Systems Inc 642.50 0144916 Knorr Systems Inc 642.50 0144675 Office Depot 639.22 0144730 Amer Warehouse 637.81	0144875	Thomas Chambers	700.00
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0144778 Harland Technology Services 630.00		• •	
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0145072 Johnstone Supply 614.40			
0145133 Pyro-Comm Systems Inc 610.00	0145133	• • •	
0144192 Avaion Center at Garden Grove 600.71	0144192	Avaion Center at Garden Grove	

0145124	Prado Olympic Shooting Park	600.00
0144188	Aqua-Clear Water Treatment Specialists Inc	595.00
0145044	Fry's Electronics	590.36
0144244	MSC Industrial Supply Co	590.11
0145069	Industrial Metal Supply	585.06
0144097	Adrian, Loretta	578.72
0144552	Key Equipment Finance Inc	578.55
0144287	West County Family YMCA	576.00
0144630	Benner Metals Corp	575.29
0144413	Academic Senate	575.00
0144414	Academic Senate	575.00
0144141	OC Wholesale Flowers	569.03
0144796	Office Depot	566.77
0145151	Southern Calif Edison Co	565.04
0145146	Scientific Equipment Repair	560.00
0144454	Home Depot	556.51
0144633	Business Office Solutions	554.57
0144632	Business Office Solutions	553.52
0144381	Verizon Wireless	552.47
0144422	Robin Bachmann	551.98
0144312	City of Westminster	550.97
0144952	Smith Pipe & Supply Inc	550.60
0145029	Barbara Cooper	544.40
0144507	AMC Inc	540.00
0144971	OCC Food Services	539.71
0144580	South Coast Air Quality Mgmt District	536.31
0144269	Stater Bros Markets	534.17
0144162	Scientific Equipment Repair GlaxoSmithKline	530.94
0144540	JK Electronics Distributors Inc	525.45
0144234		525.26
0144520	Cater, Carolyn NASFAA	525.00
0144790	NASFAA	525.00
0144791	Fuller Engineering Inc	525.00
0145045 0144889	Dept of Justice	524.44
0144869	Tequipment.Net	524.00
0144643	Constructive Playthings	522.85
0144043	New Readers Press	518.99
0144792	Verizon California	514.57
0144202	Marla's Mania Promotional	507.88
0144318	DirecTV	506.33
0144316	Consolidated Electrical Distributors	503.88
0144514	United Parcel Service Inc	501.34
0144509	Pedro Gutierrez	500.00
0145060	Baker Party Rentals	500.00
	Conney Safety Products	498.55
0144177 0144418	Art Supply Warehouse	498.49
0 1444 10	Air Supply walenduse	497.30

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0144928	Nextel Communications	491.63
0144195	BJ Bindery Inc	489.38
0144657	Infinity Designs	489.38
0145161	Thomson West	489.06
0144687	The Gas Co	483.95
0144252	Pacific Coast Entertainment	481.20
0144288	West County Family YMCA	481.00
0144448	Fuller Engineering Inc	478.93
0144264	Rhino Electric Supply	475.65
0144443	Jeremy Donahue	475.00
0144885	Costco Wholesale	473.13
0144098	Adrian,Loretta	471.94
0145056	Grainger	471.86
0144232	Irvine Pipe & Supply	464.40
0145179	Irvine Pipe & Supply	461.24
0144131	Island Color Inc	460.01
0144624	First Health	459.90
0145110	Jennifer Ortberg	456.81
0144874	Certified Transportation Services Inc	453.38
0144739	B & P Services Inc	452.53
0144181	Amer Fidelity Assurance	451.50
0144115	Commission Accreditation of Allied Heath Ed	450.00
0144759	CW Dixon Associates Inc	450.00
0144673	OC Wholesale Flowers	449.14
0144825	Turf Tire Distributors	449.03
0144121	Crop Production Services Inc	445.88
0144906	Hub Auto Supply	444.10
0145079	Janelle Leighton	443.50
0144811	Samy's Camera	442.40
0144295	Amtech Elevator Services	440.63
0144326	Guitar Center Inc	434.99
0144538	Galls Inc	429.38
0144872	CAPP:Computerized Assess & Placement Prog	428.27
0144096	ACS Education Services Inc	420.10
0144490	Web Active Directory LLC	416.00
0144550	Iron Mountain Records Mgmt	415.63
0144899	Graybar Electric	415.12
0144364	R & L Medical Co	408.56
0145005	AT & T	403.32
0144099	Aladdin Flowers Inc	403.24
0144665	John Littlejohn	402.01
0144226	Harry & Grace Steele Chid Ctr	397.25
0144167	Steris Corp	395.74
0144636	Caston Office Solutions	395.48
0145076	Kelly Paper	395.05
0144212	Electro Systems Electric Inc	395.00
0144717	Action Mailing Inc	395.00
		222.00

0144164	Sims-Orange Welding Supply Inc	392.80
0144319	DM Color Express Inc	391.50
0144699	Xerox Corp	391.18
0144902	GWC Associated Students	384.50
0144559	OCLC Inc	381.53
0144628	Ashcroft, Vanna	375.00
0145078	Christopher Ketcham	375.00
0144536	FRS Environmental	371.69
0144122	CTI-Valueline	369.49
0145167	Michael Warner	367.80
0144233	Island Color Inc	367.58
0145164	Unisource Worldwide Inc	360.71
0144488	Verizon Wireless	360.28
0144686	SunGard Higher Education Inc	360.00
0144145	Pharmedix	358.63
0144132	Jones, Laurel	357.26
0144917	Lastimado, Dr. Ben	356.68
0145014	Bet Tzedek Legal Services	352.50
0145000	Art Supply Warehouse	352.11
0144508	Apple Computer Inc	351.41
0145057	Ashley Graves	348.45
0144161	Rutland Tool & Supply Co	347.27
0144782	Ipswitch Inc	345.00
0144741	Battery Systems Inc	343.44
0144474	Rhino Electric Supply	342.86
0144486	Verizon California	338.98
0144102	Art Supply Warehouse	338.63
0145173	Xerox Corp	333.44
0144551	Kelly Paper	331.73
0144197	Cal-Wal Gypsum Supply	331.47
0144954	Marsha Stead	331.02
0145025	City 0f Newport Beach	330.70
0144262	Rancho Vista Landscaping Inc	330.00
0144945	Rancho Vista Landscaping Inc	330.00
0144789	MCM	329.63
0144576	Rhino Electric Supply	329.05
0144715	ACS Education Services Inc	328.00
0145175	Yale Chase Equipment & Services Inc	327.80
0144534	Federal Express Corp	325.68
0144363	Pyro-Comm Systems Inc	325.00
0144421	Awards Etc	324.95
0144749	Calif Tool Welding Supply	310.51
0144501	Vision Service Plan	307.91
0144562	Pep Boys	307.22
0144812	Shell Oil	305.83
0144123	Dept of Real Estate	305.00
0145007	AT & T	302.18

0144777	Hardy Diagnostics	301.13
0145011	Bee Busters Inc	300.00
0145024	Berlynn Ching	300.00
0145094	Barbara Miyadi	300.00
0145114	Diep Pham	300.00
0144909	Island Florals	299.83
0144481	Spectrum Chemicals & Laboratory Products Inc	297.96
0144429	Carpe Diem Architectural Modeling & Art Supp	295.36
0145051	John Giaconia	294.20
0145088	lliana Marin	294.20
0145092	Joumana McGowan	294.20
0144669	Micro Center	291.28
0145121	Pool Supply of Orange Co Inc	291.23
0144373	SunGard Higher Education Inc	290.80
0144710 -	Karen Shanley	289.20
0144247	OCC Student Health Center	288.00
0144794	OCC Petty Cash	286.53
0144771	Go With Jo Travel	286.40
0144370	SoCal Office Technologies Inc	285.39
0144566	Pitney Bowes	284.38
0145142	Safety 1st Pest Control Inc	283.50
0144919	Los Alamitos Unif School Dist	282.77
0144912	Johnson Brothers FC Inc	280.90
0144250	Office Depot	280.59
0144761	Discount School Supply	277.15
0144963	United Parcel Service Inc	275.37
0144201	Caston Office Solutions	272.40
0144770	Go With Jo Travel	270.40
0145081	Frederick Lockwood	270.20
0144942	Preferred Property Maintenance	270.00
0144352	Newport Exterminating	269.50
0144578	Sehi Computer Products Inc	269.45
0144890	Eberhard Equipment Inc	265.19
0144470	Powertron Battery Co	260.74
0144157	Reliable Elevator of OC	259.00
0144883	Computerland of Silicon Valley	258.43
0144737	Acquirete Termite & Rest Central	258.16
0144182	Accurate Termite & Pest Control	255.00
0144130	Home Depot	254.29
0144921	Main Electric Supply Co PL Hawn Co Inc	253.71
0144147	The Shredders	253.17
0144959	Pak West Paper & Packaging	253.00
0144798 0144455	Human Resource Marketing Services Inc	250.34
0144455	Westcliff Medical Laboratories Inc	250.00
	Los Alamitos Unif School Dist	250.00
0144787	Anthony Iacopetti	250.00
0145068	линопу тасореш	250.00

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0145085	Janice Maran	250.00
0145168	Don Watson	250.00
0144104	Awards & Trophies Co	249.08
0144218	Galls Inc	247.91
0144555	Mesa Golf Carts	247.86
0145062	GWC Food Services	247.72
0144793	OCC Food Services	247.40
0144324	Grainger	244.84
0145055	GovConnection Inc	244.69
0144124	Eberhard Equipment Inc	244.57
0144365	Rio Grande	244.55
0144998	John Altobelli	244.24
0144926	NCS Pearson Inc	240.98
0144254	Diep Pham	240.00
0144935 -	Olson, Joseph B.	236.79
0144266	Smart & Final Stores LLC	235.47
0144554	Marinus Scientific	234.90
0144379	Turf Tire Distributors	232.73
0144351	MKH Electronics Inc	230.00
0144477	Smardan Supply Co-Orange Coast	229.73
0145118	Pitman Co	227.40
0144353	OC Wholesale Flowers	225.11
0144273	The Gas Co	222.96
0144479	South Coast Air Quality Mgmt District	220.00
0144797	Orkin Inc	220.00
0144641	Coastal Carbonic	219.61
0144222	GlaxoSmithKline	217.50
0145177	Aguinaga Green Inc	217.50
0144915	Kelly Paper	216.70
0144677	Pacific Blue Micro	215.00
0144895	FRS Environmental	214.50
0144214	FAES Inc	213.50
0144783	Iron Mountain	212.85
0144452	GWC Petty Cash	212.02
0144225	Graybar Electric	210.71
0144680	Pyro-Comm Systems Inc	210.00
0144263	Amy Rangel	208.00
0144542	Graybar Electric	203.87
0144327	Mireya Gutierrez	200.00
0144357	Print & Finishing Solutions	200.00
0144322	FV Self Storage & RV Center	199.00
0144879	Clark Security Products	197.72
0145023	Chemsearch	196.05
0145122	Portacraft Inc	195.75
0145113	Pearson Education	194.90
0144995	Aardvark Clay Supply	193.65
0145158	Tangram	192.30

0144605	Compress Malding Completes	
0144635 0144343	Cameron Welding Supply Inc	190.31
	Isabelle Krasney Toshiba Business Solutions	185.29
0144484	Water Factory	184.72
0144597	•	184.18
0144465	OCC Phi Theta Kappa AT&T	182.00
0144297		178.32
0144243	Minuteman Plumbing & Drains	177.50
0144929	Numerical Control Services	175.00
0144431	CCC Petty Cash	173.99
0144308 0144107	C2 Reprographics Caston Office Solutions	173.89
		173.88
0145153	Springdale Ace Hardware Pharmedix	173.57
0144255 0144285	Wards Natural Science	169.90
0144505-	Airgas West Inc	166.39
0144472	Diane Restelli	166.00
	Time Warner Cable	165.85
0145163 0144515		165.78
0144270	Bet Tzedek Legal Services	165.00
0145006	Suburban Water Systems AT & T	162.11
0144659	Sven Johnston	160.93
0144913	Sven Johnston	160.00
0144913	Kelly Paper	160.00
0144764	Ken's Locksmithery	158.39
0144732	Andtech Corporation	157.69
0144732	Sparkletts	157.50
0144803	Prince Enterprises Inc	157.19
0144184	Airgas West Inc	156.32
0144316	CW Dixon Associates Inc	153.89
0144575	Recording for Blind & Dyslexic	150.00
0144731	Anaheim Union HS District	150.00
0144829	Virtual Freelance Network	150.00
0145145	Judy Schindelbeck	150.00
0145166	Ellis Waller	150.00
0144831	Vortex	150.00
0144159	Riverside Publishing Co	149.95
0144127	Fisher Scientific	149.54
0144850	Airgas West Inc	149.42
0144146	Pitman Co	148.53
0144887	Crown Ace Hardware	148.36
0144503	Accent Florist	148.28
0144339	JW Pepper & Son Inc	146.81
0144339	Stater Bros Markets	145.59
0144291	BJ Bindery Inc	141.47
0144743	•	141.38
0144768	Follett Higher Education Group Inc #1094	141.36
0144654	Andtech Corporation	140.00
· 140 14 1	Saddleback Valley USD	140.00

0144781	Home Depot	135.77
0145012	Bell, Evelyn	134.80
0144166	Stater Bros Markets	134.70
0145002	AT & T	134.14
0144298	AT&T	134.11
0144473	Linda Rhines	134.08
0144652	Fuller Engineering Inc	132.89
0144967	Yokotobi, Fusako	132.71
0144565	Pitman Co	132.30
0144200	Carolina Biological Supply	131.40
0144383	Verizon Wireless	128.86
0144762	Dish Network Chicago	126.43
0144304	Baker Rentals & Sales Inc	125.58
0145028	Sean Collins	125.00
0144877-	CIT Technology Fin Serv Inc	123.98 -
0144302	AT&T	123.36
0144646	Ditch Witch Southern Calif	121.02
0144423	Elizabeth Barton	120.16
0144274	The Irvine Co/CBC III-V	120.00
0144307	Builders Security Locks & Services Inc	119.90
0144444	Corine Doughty	119.19
0145067	Hub Auto Supply	118.80
0144321	Fisher Scientific	117.77
0144219	Ganahl Lumber Co	115.32
0144193	Lisa Becker	114.00
0144341	Gary Kinzer	114.00
0144356	Mike Ottiger	114.00
0144388	Frank Woodard	114.00
0144660	Kelly Paper	113.75
0144268	Staples Advantage	111.54
0144723	AJ Graphics	110.00
0144964	Verizon California	107.98
0144653	Galls Inc	106.55
0144907	IBS of Calif Coast	106.53
0144425	Marilyn Brock	106.00
0144502	Aardvark Clay Supply	104.81
0145104	Tri Nguyen	104.66
0145019	Hoai-Huong Bush	103.50
0145086	Earnest Marchbank	103.50
0145159	Russell Terry	103.50
0144670	Modern School Supplies Inc	102.76
0145034	Karen Dickerson	101.66
0144170	Celicia Tran	100.00
0145080	Hei-Yi Leung	100.00
0145102	Ailene Nguyen	100.00
0145126	Sue Primich	100.00
0144487	Verizon California	99.11

0144920	Vivitar Coqueity Systems Inc.	
0144830	Vivitar Security Systems Inc OCE' Financial Services Inc	99.00
0144248 0144338	Johnstone Supply	98.34
0144336	CDWG	98.21
	Marianna Inc	97.45
0145087	Deborah Goldstick	97.08
0144449	Eversoft .	96.00
0144648	Amer Council on Education	94.50
0144294	=	94.44
0144946	Refrigeration Supplies Distrib	93.71
0144774	Grainger	92.08
0144509	Art Supply Warehouse Pocket Nurse	91.90
0144567	NASFAA	90.37
0144462		90.25
0144744	Board of Governors-CA Comm Colleges Chancell	90.00
0145103	Christina Nguyen Michelle Sambrano	90.00
0145143		90.00
0144722	Airgas West Inc	89.39
0145160	Test America Analytical Testing Corp	89.25
0144639	CDWG	89.20
0145137	Rhino Electric Supply	87.12
0144384	Jocelyn Wang	85.67
0144106	Bill's Camera	85.59
0144139	Kim Thi Nguyen	85.00
0144577	Salinas, Arcadio	85.00
0144780	HB Digital Arts & Blueprint Inc	84.82
0144506	AItE Store	84.73
0144735	AT&T	83.65
0144163	Siemens Water Technologies Corp	82.28
0144805	Prudential Overall Supply Co	80.63
0144240	McLogan's Supply Co Inc	80.61
0144629	Automatic Sync Technologies LLC	80.50
0145077	Christopher Ketcham	80.00
0144548	Hub Auto Supply	79.78
0144537	Fry's Electronics	79.34
0144368	Siemens Water Technologies Corp	78.87
0144591	USA Mobility Wireless Inc	78.26
0144453	Lorraine Henry	78.17
0144358	Prudential Overall Supply Co	76.79
0144668	MCM	76.36
0144592	USA Mobility Wireless Inc	75.61
0144734	Cristina Arellano	75.50
0144999	Apple Computer Inc	75.04
0144334	ICS Service Co Inc	74.00
0144129	Graybar Electric	73.52
0144904	Home Depot	70.69
0144173	Verizon California	70.18
0144526	City of Huntington Beach	68.54

0144349	Steven Mihatov	67.00
0144303	Baker & Taylor	66.84
0144155	Prudential Overall Supply Co	66.77
0144359	Prudential Overall Supply Co	66.77
0144572	Prudential Overall Supply Co	66.77
0144944	Prudential Overall Supply Co	66.77
0145131	Prudential Overali Supply Co	66.77
0145132	Prudential Overall Supply Co	66.77
0144301	· AT&T	66.30
0144174	Water Factory	66.00
0144788	Marianna Inc	65.66
0144251	Orkin Inc	65.00
0144650	FishMax.Com LLC	65.00
0144894	FishMax.Com LLC	65.00
0145109	Orkin Inc	65.00
0144150	Powertron Battery Co	64.93
0144309	Cameron Welding Supply Inc	64.82
0144711	Ronald Yates	64.78
0144419	AT&T	64.36
0144439	Barbara Cooper	64.10
0144207	Crown Ace Hardware	64.04
0145064	Hitt Marking Devices Inc	63.39
0144140	OC Sheriff's Dept	63.00
0144527	James Cline	63.00
0145046	Efren Galvan	61.81
0144821	Stater Bros Markets	61.64
0144205	Computerland of Silicon Valley	60.90
0144367	Denise Sekins	60.00
0144485	Turf Tire Distributors	59.81
0144283	VWR Int'l Inc	59.26
0144727	Alliance Payphone Inc	59.00
0144656	Home Depot	57.91
0144377	The Gas Co	57.61
0144586	Times Community News	57.00
0144185	AJ Graphics	56.00
0144372	Staples Advantage	55.98
0145039	Federal Express Corp	55.71
0144529	Dakota Backflow Co	55.00
0145170	James West	54.81
0144199	David Cant	54.56
0144590	US Bank	54.35
0144231	Hub Auto Supply	54.00
0144810	Rhino Electric Supply	52.05
0144213	Eversoft	51.81
0144284	Wards Natural Science	51.34
0144239	Marianna Inc	51.12
0144458	Main Electric Supply Co	51.05

0144337	Joshua Johnson	49.85
0145082	Frederick Lockwood	49.36
0144936	Oxford University Press	49.05
0144191	AT&T	48.59
0144187	Andtech Corporation	46.54
0144203	Coastal Press Inc	44.59
0144893	Eversoft	44.17
0144344	Deborah Lewis	44.06
0144758	Crown Ace Hardware	43.42
0144433	CDWG	42.08
0144194	Bernan Associates	42.00
0144740	Baker & Taylor	40.86
0144690	Martha Tran-Nguyen	40.24
0144280	United Parcel Service	40.00
0144475	Cheryl Rojas	40.00
0144347	Marianna Inc	39.63
0144437	Consolidated Office Systems	39.63
0145165	Verizon California	39.24
0144144	Pep Boys	38.89
0144459	Marianna Inc	38.44
0144100	Alan's Lawnmower & Garden Ctr Inc	38.29
0144973	Stater Bros Markets	38.15
0145063	Jerald Hein	38.00
0144392	Xerox Corp	37.32
0144549	ICS Service Co Inc	37.00
0144366	Loren Sachs	36.90
0144189	AT&T	36.60
0144190	AT&T	36.60
0144158	Rhino Electric Supply	36.20
0144678	Hai Pham	36.00
0144329	Leslie Hargrove	35.95
0144348	Mesa Golf Carts	35.89
0144693	USA Mobility Wireless Inc	35.88
0144695	Verizon California	35.39
0144482	Stater Bros Markets	33.27
0144517	Elizabeth Caluag	33.00
0145083	Donna Lubanski	32.60
0144530	Dept of Justice	32.00
0145017	Chandulal Brahmbhatt	32.00
0144905	Horizon Distributors Inc	31.36
0145004	AT & T	31.00
0144692	USA Mobility Wireless Inc	30.31
0145073	Nancy Jones	30.30
0144138	Linda Newman	30.00
0144241	Richard Melim	30.00
0144380	Unisource Worldwide Inc	30.00
0144923	Richard Melim	30.00

0144927	Linda Newman	30.00
0144428	Carolina Biological Supply	29.36
0144260	Prudential Overall Supply Co	29.07
0144360	Prudential Overall Supply Co	29.07
0144808	Prudential Overall Supply Co	29.07
0144585	Time Warner Cable	28.91
0145008	AT & T	28.49
0144154	Prudential Overall Supply Co	27.97
0144766	Ewing Irrigation Products Inc	27.13
0144724	Alamitos Auto Parts Inc - Napa	26.86
0144215	Federal Express Corp	26.44
0145097	Conrad Moreno	26.40
0144819	State Board of Equalization	25.86
0144330	Hitt Marking Devices Inc	25.76
0144786	Andrea Lane	25.75
0144773	GovConnection Inc	25.71
0144627	Anna Waterhouse	25.70
0144685	Springdale Ace Hardware	25.55
0144694	Verizon California	25.29
0145001	AT & T	25.05
0145026	City of Huntington Beach	24.90
0144814	SoCal Office Technologies Inc	24.31
0144663	Mai Le	23.76
0144769	Ganahl Lumber Co	22.70
0144113	City of Huntington Beach	22.34
0144426	Calif Tool Welding Supply	21.70
0144430	Carroll Promotions Inc	21.42
0144463	OC Wholesale Flowers	21.21
0145129	Prudential Overall Supply Co	21.10
0144602	Home Depot	20.89
0144948	Seal's Compressed Gases	20.25
0144950	Sims-Orange Welding Supply Inc	19.56
0144662	Konica Minolta Business Solutions Inc	19.14
0144153	Prudential Overall Supply Co	19.11
0144258	Prudential Overall Supply Co	19.11
0144569	Prudential Overall Supply Co	19.11
0144807	Prudential Overall Supply Co	19.11
0145127	Prudential Overall Supply Co	19.11
0144151	Prudential Overall Supply Co	19.10
0144361	Prudential Overall Supply Co	19.10
0144362	Prudential Overall Supply Co	19.10
0144574	Prudential Overall Supply Co	19.10
0144152	Prudential Overall Supply Co	18.62
0144259	Prudentiai Overall Supply Co	18.62
0144570	Prudential Overall Supply Co	18.62
0144806	Prudential Overall Supply Co	18.62
0145128	Prudential Overall Supply Co	18.62

	Total	\$ 6,190,911.54
0144186	Alan's Lawnmower & Garden Ctr Inc	0.92
0144528	Crown Ace Hardware	3.80
0144835	Home Depot	4.10
0144898	GovConnection Inc	5.28
0144649	Federal Express Corp	5.52
0144427	Carmen's Uniforms Inc	7.61
0145155	Kathy Strube	8.00
0144634	Calif Tool Welding Supply	8.60
0144235	JW Pepper & Son Inc	8.65
0145144	Ny Sayasy	9.00
0144333	Hub Auto Supply	9.94
0145112	Justin Paluba	10.00
0145105	Mariah O'Connor	10.00
0144961	Khoa Truong	10.00
0145130	Prudential Overall Supply Co	10.51
0144571	Prudential Overall Supply Co	10.51
0144156	Prudential Overall Supply Co	10.51
0145152	Spectrum Chemicals & Laboratory Products Inc	10.69
0144420	AT&T	11.21
0144300	AT&T	11.52
0144249	Oce' Imagistics Inc	11.83
0144968	Discount School Supply	11.93
0144857	AT & T	13.41
0144525	City 0f Newport Beach	13.75
0144464	OCC Alpha Gamma Sigma	15.00
0144824	The Gas Co	15.38
0144519	Carolina Biological Supply	16.26
0144804	Prudential Overall Supply Co	16.28
0144573	Prudential Overall Supply Co	16.28
0144257	Prudential Overall Supply Co	16,28
0144305	Walter Banoczi	17.38

Agendenten

3.06.03 Check List for General Obligation Bond Fund

Meeting: 07/21/2010 Regular Meeting Category: 3. Consent Calendar

Agenda Type: Action (Consent)

Public Access: Yes

Acendation Conten

3.06.03 Check List for General Obligation Bond Fund



CheckApprovalBond.pdf

Additional Administrative Contents

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NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0144393	Alpha Mechanical Heating & Air Conditioning OCC Consumer Health & Science Bldgs Bid 1965	639,046.00	420207
0145185	Bergelectric Corp OCC Consumer Health & Science Bldgs Bid 1965	490,243.00	420207
0144974	Best Contracting Services Inc GWC Learning Resource Center Bid 1963	421,861.00	420356
0145192	Heinaman Contract Glazing Inc OCC Consumer Health & Science Bldgs Bid 1965	408,404.00	420207
0144178	Best Contracting Services Inc GWC Learning Resource Center Bid 1963	354,763.12	420356
0145180	Alpha Mechanical Heating & Air Conditioning OCC Consumer Health & Science Bldgs Bid 1965	299,878.00	420207
0144986	T & Y Construction GWC Learning Resource Center Bid 1954	291,410.28	420356
0144705	Richard & Richard Construction Co Inc OCC Consumer Health & Science Bldgs Bid 1965	284,638.00	420207
0144397	Bergelectric Corp OCC Consumer Health & Science Bldgs Bid 1965	252,705.00	420207
0144179	Plumbing Piping & Construction Inc GWC Learning Resource Center Bid 1954	239,592.33	420356
0145195	Richard & Richard Construction Co Inc OCC Consumer Health & Science Bldgs Bid 1965	222,402.00	420207
0144981	Mitsubishi Electric & Electronics USA Inc OCC Consumer Health & Science Bldgs Bid 1965	142,371.00	420207
0144403	Division of State Architect CCC Newport Beach Learning Center	141,800.00	420894
0144405	GCI Construction Inc OCC Student Center Swing Space Bid 1974	139,386.00	420249
0145196	SEWUP JPA OCC Student Center Construction Insurance	109,864.00	420249
0144398	Best Contracting Services Inc OCC Consumer Health & Science Bldgs Bid 1965	74,632.00	420207
0144394	Alpha Mechanical Heating & Air Conditioning OCC Consumer Health & Science Bldgs Bid 1965	71,005.00	420207
0144492	LPA Inc CCC Newport Beach Learning Center	68,710.87	420894
0144707	URS Corp Americas GWC Learning Resource Center	68,276.92	420356
0144701	Bergelectric Corp OCC Student Center Swing Space Bid 1974	55,732.00	420249
0145191	CEM Lab OCC Consumer Health & Science Bldgs	51,369.50	420207
0144408	ISEC OCC Consumer Health & Science Bldgs Bid 1965	49,173.00	420207
0144395	Anderson Charnesky Structural Steel Inc	47,250.00	420207

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	OCC Consumer Health & Science Bldgs Bid 1965		
0145181	Alpha Mechanical Heating & Air Conditioning	33,319.00	420207
	OCC Consumer Health & Science Bldgs Bid 1965		
0144979	ISEC	28,852.00	420207
	OCC Consumer Health & Science Bldgs Bid 1965		
0145182	Amer Landscape Inc	27,937.00	420233
	OCC Softball Field Landscaping/Irrigation	·	
0144180	So Cal Fire Protection Inc	25,641.00	420356
	GWC Learning Resource Center Bid 1954		
0144402	Cosco Fire Protection Inc	25,567.00	420207
	OCC Consumer Health & Science Bldgs Bid 1965		
0144406	Heinaman Contract Glazing Inc	22,295.00	420207
0144404	Elljay Acoustics Inc	17,251.00	420207
0144985	So Cal Fire Protection Inc	13,986.00	420356
0144988	UCMI Inc	12,560.00	420249
0144983	Nat'l Sign & Marketing Corporation	10,793.44	420253
0144706	Steinberg Architects	9,138.13	420356
0145186	Brian DeVries Construction Inc	8,965.00	420207
0144399	Best Contracting Services Inc	8,292.00	420207
0144982	Mobile Modular Management Corp	8,173.65	420297
0144977	Elljay Acoustics Inc	7,086.00	420207
0144400	Brian DeVries Construction Inc	6,087.00	420207
0144409	ISEC	5,464.00	420207
0144396	Anderson Charnesky Structural Steel Inc	5,250.00	420207
0144613	C2 Reprographics	4,654.46	420207
0144980	ISEC	3,502.00	420207
0144407	Industrial Masonry Inc	3,330.00	420207
0145183	Anderson Charnesky Structural Steel Inc	3,140.00	420207
0144708	USS Cal Builders Inc	3,117.52	420233
0144975	Best Contracting Services Inc	2,533.00	420207
0144976	Cosco Fire Protection Inc	2,395.00	420207
0145193	HPS Mechanical Inc	2,172.00	420249
0145197	USS Cal Builders Inc	2,170.00	420233
0144410	TGR Geotechnical Inc	2,028.00	420249
0144704	MTGL Inc	1,926.20	420356
0144840	C2 Reprographics	1,343.77	420249
0145187	Brian DeVries Construction Inc	996.00	420207
0144700	Alexander's Mobility Services	960.00	420316
0145194	P2S Engineering	948.05	420299
0144978	Industrial Masonry Inc	900.00	420207
0144703	ModSpace	761.26	420399
0144401	Brian DeVries Construction Inc	676.00	420207
0144987	TBP Architecture Inc	585.00	420233
0144984	Schirmer Engineering	577.50	420207
0144702	Global Geo-Engineering Inc	480.00	420356
0144837	C2 Reprographics	476.22	420249
0144610	C2 Reprographics	443.59	420207

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0145184	Anderson Charnesky Structural Steel Inc	349.00	420207
0145198	USS Cal Builders Inc	241.00	420233
0144614	C2 Reprographics	172.98	420249
0144836	C2 Reprographics	148.87	420207
0145188	C2 Reprographics	135.56	420249
0144609	C2 Reprographics	125.93	420207
0144611	C2 Reprographics	117.58	420207
0144838	C2 Reprographics	93.01	420249
0144606	C2 Reprographics	81.99	420249
0144842	C2 Reprographics	61.62	420249
0144605	C2 Reprographics	60.36	420233
0144612	C2 Reprographics	44.29	420249
0144608	C2 Reprographics	41.94	420207
0145190	C2 Reprographics	40.46	420207
0144615	C2 Reprographics	39.32	420249
0144607	C2 Reprographics	36.87	420207
0144616	C2 Reprographics	36.87	420207
0144839	C2 Reprographics	36.87	420207
0145189	C2 Reprographics	36.87	420207
0144841	C2 Reprographics	28.18	420249

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3.06.04 Authorization for Special Payments - Coastline Community College

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

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Category: 3. Cons Agenda Type: Action

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3.06.04 Authorization for Special Payments - Coastline Community College

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Additional Administrative Content

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3.06.05 Authorization for Special Payments - Golden West College

Meeting:

07/21/2010 Regular Meeting 3. Consent Calendar

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Category: 3. Cons Agenda Type: Action Public Access: Yes

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3.06.05 Authorization for Special Payments - Golden West College

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Additional Administrative Content

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3.06.06 Authorization for Special Payments - Orange Coast College

Meeting: 07/21/2010 Regular Meeting

Category: 3. Consent Calendar Agenda Type: Action (Consent)

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3.06.07 Authorization for Special Payments - District

Meeting:

07/21/2010 Regular Meeting

Category:

3. Consent Calendar Agenda Type: Action (Consent)

Public Access: Yes

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3.06.07 Authorization for Special Payments - District

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4.00 Action Items

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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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.

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4.01 Approval of Agreements - Coastline Community College

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.01 Approval of Agreements - Coastline Community College

4.01.01 Approve Agreement between the City of La Habra and the Coast Community College District to provide Professional Assessment and Labor Market Information/Training for Youth enrolled in the Workforce Investment Act (WIA) Youth Employment Program.

1. Background: The City of La Habra submitted a Request for Proposal (RFP) on March 4, 2010, to continue operating Workforce Investment Act (WIA) youth employment programs in the Northern region of Orange County. As part of the career training/exploration process, and due to the Career Center's success and experience, the City agreed to subcontract with Coast Community College District/Coastline Community College for pre-vocational training (i.e. assessment, labor market information, and the development of career pathways). Coastline Community College Career Center has successfully completed over 1,500 career services in the 2009-2010 program year, including intensive career assessment, test interpretations, analysis and scoring for Coastline students and WIA participants.

According to the 2000 census, approximately 12% of California high school graduates earn a Baccalaureate degree. The remaining 88% may begin college or training programs with little or no idea how it will lead to a career path. The goal of the program is to reach low-income, at-risk youth, ages 16-21, in need of career direction and guidance. Through its program model, youth can participate in paid work experience, on-the-job training, and vocational training, which will place them on a career path toward self-sufficiency.

2. Goal/Purpose: To assist youth to:

Gain career awareness, make career decisions and plans, and understand labor market needs, trends, and opportunities;

Make and implement informed educational and occupational choices:

Develop career options with attention to surmounting gender, race, ethnic, disability, language, or socioeconomic impediments to career options and encouraging careers in non-traditional employment.

- 3. Comments (if any): None
- 4: Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the City of La Habra and the Coast Community College District to provide intensive career assessment, test interpretations, analysis, and scoring for 86 in-school and out-of-school youth. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See City of La Habra Attachment # 14)
- 5. Fiscal Review and Impact: Gross Income of \$4,953.60

4.01.02 Approve Agreement between The City of Irvine and the Coast Community College District in providing the Orange County One-Stop Center a Community Partnership Grant.

1. Background: The Orange County One-Stop Center in Irvine provides comprehensive employment and training services. Grant funding will be applied toward computer literacy training workbooks for attendees of ten "Microsoft Word 2007" and ten "Using the Internet" workshops. Each workbook will cover four days of training for Irvine South County residents.

2. Goal/Purpose:

Provide literacy training workbooks for attendees of workshops at the Irvine One-Stop Center

- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the City of Irvine and the Coast Community College District to provide workbooks for attendees of ten "Microsoft Word 2007" and ten "Using the Internet" workshops. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See The City of Irvine Attachment # 15)
- 5. Fiscal Review and Impact: Gross Income of \$750

4.01.03 Approve Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to provide Educational Services to Sailors in support of the Navy College Program Distance Learning Partnership (NCPDLP) Program.

1. Background: Since August 2000, Coastline's Military Contract Education Department has provided educational services to Sailors under the Navy College Program Distance Learning Partnership (NCPDLP) Program. The intent of the NCPDLP is to provide educational opportunities for a global and mobile force made up of Sailors who are stationed worldwide, serving in a wide variety of circumstances requiring both flexibility and variety in distance learning platforms and dynamic student services. Under this program, Coastline offers online 8-week courses and programs related to a Sailors Occupational Specialty (Navy Rate). Coastline is the largest associate-level provider of all the partner colleges. The purpose of this MOU is to establish how Coastline will continue to administer and provide these services under the NCPDLP program. The MOU will expire three years from the execution date.

This Memorandum of Understanding has been reviewed by the College President and District General Counsel. General Counsel has expressed a concern with Section 8, Disputes, which states that the method of dispute resolution will be through the Navy instead of a standard arbitration process. We have inquired with the Navy in changing this provision and they are not willing to accommodate our request.

2. Goal/Purpose:

Continue our partnership with the United States Navy Provide a service to Sailors worldwide Generate revenue for the college

- 3. Comments (if any): None
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between Commanding Officer, Center for Personal and Professional Development, Department of the Navy and the Coast Community College District to provide educational services to Sailors in support of the Navy College Program Distance Learning Partnership (NCPDLP) Program. The Board President, or designee, is authorized to sign the Memorandum of Understanding and any related documents, indicating approval by the Board of Trustees. (See Navy MOU Attachment # 16)
- **5. Fiscal Review and impact:** Income projection of \$4,968,600 annually based on a contract education rate of \$169 per credit hour with estimated enrollments of 9,800 annually.

4.01.04 Approve Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to Provide Educational Support Services to Servicemembers.

1. Background: To better serve its military population, Coastline provides on-site outreach and educational support services to active duty personnel, reservists, and eligible retired military personnel at several military bases throughout the United States and overseas. Site Representatives facilitate outreach and assist servicemembers with admissions, registration, and evaluations. In addition to these educational support services, this Memorandum of Understanding (MOU) allows Coastline to expand its services to meet the specific needs of the Warrior Transition Battalion (WTB) to include career, assessment and specialized educational services to the soldiers in the WTB and their families.

This Memorandum of Understanding has been reviewed by the College President and District General Counsel. General Counsel has expressed a concern with Section IV B, Disputes, which states that the method of dispute resolution will be through the Commanding Officer, Warrior Transition Battalion instead of a standard arbitration process. We have inquired with the Army in changing this provision and they are not willing to accommodate our request.

2. Goal/Purpose:

Provide a service to the military family at William Beaumont Army Medical Center, Warrior Transition Battalion
Generate revenue for the college
Establish a physical presence on base
Increase enrollment in Coastline's military programs

- 3. Comments (if any): None
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Memorandum of Understanding between Commanding Officer, William Beaumont Army Medical Center, Warrior Transition Battalion and the Coast Community College District to provide on-site educational support, assessment and specialized educational services to servicemembers at William Beaumount Army Medical Center, Warrior Transition Battalion, Fort Bliss, Texas. The Board President, or designee, is authorized to sign the Memorandum of Understanding and any related documents, indicating approval by the Board of Trustees. (See Warrior Transition Battalion Attachment # 27)
- **5. Fiscal Review and impact:** Initial cost to implement not to exceed \$10,000; cost to deliver services are supplemented through enrollment income.

4.01.05 Authorization to Enter into a Non-Standard Service Provider Agreement for Contracted Services with Memorial Prompt Care Medical Group, Inc. and the Coast Community College District to Provide Student Health Services.

1. Background: Coastline Community College will be providing a student health services program to provide general medical evaluations and treatment for acute illnesses and injuries as agreed upon between the Coast Community College District and the service provider: Coastline Community College does not have a Health Center located on campus. Therefore, to provide all enrolled students with a quality health care program, Coastline utilizes a private provider for initial care professional student health services. The student health services program is not an insurance plan and is not designed to replace student's existing health insurance policy.

2. Goal/Purpose:

To provide student health services for students of Coastline Community College

- 3. Comments: None
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the request to enter into a Non-Standard Service Provider Agreement for contracted services between Memorial Prompt Care Medical Group, Inc. and the Coast Community College District to provide student health services for a five year period beginning August 30, 2010 through August 29, 2015. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Student Health Services Attachment # 17)
- **5. Fiscal Review and Impact:** None. The College passes the collected student health fees directly through to the provider, less a \$10,000 annual administrative fee.











City of La Habra.pdf City of Irvine.pdf Navy MOU.pdf Warrior Transition Battalion.pdf Student Health Services Agreement.pdf

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4.02 Approval of Agreements - Golden West College

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.02 Approval of Agreements - Golden West College

4.02.01 Approve Amendment to Non-Standard Agreement between Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program

- 1. Background Information: The Foundation for California Community Colleges has been operating a BAR Smog Referee and Student Technician Training Program at Golden West College per an agreement between the parties which commenced in October, 2006. Amendment #1 was approved by the Board on January 20, 2010 to extend the period of the agreement to August 31, 2010. Amendment #2 will extend the agreement through June 30, 2012.
- **2. Goal/Purpose:** Golden West College will operate a BAR Smog Referee station on campus and provide Student Technician Training Program.
- 3. Comments (if any):
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the amendment to the agreement between Foundation for California Community Colleges and the Coast Community College District for extension of the agreement between the parties so as to continue to operate the Bar Smog Referee and Student Technician Training Program through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See FCCC Amendment 2, Attachment # 18)
- **5. Fiscal Impact:** \$1,000 per month to be paid by Foundation for California Colleges to Auto Referee funds.

4.02.02 Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be Posted Online

1. Background Information: With the implementation of the course management system Blackboard for all online courses, as well as all supplemental courses, the materials instructors are requesting to have posted online for students is increasing. Many of the courses currently have videos for supplemental material, which takes up a tremendous amount of storage space. Due to accessibility requirements, it is essential that supplemental materials are available to all students, both on campus and online.

- **2. Goal/Purpose:** Unfortunately, our current course management system, Blackboard, increases the cost of service for more available space. Outsourcing for the additional space to post supplemental materials is a cost saving measure, and during the current economic situation is saving the District over the next fiscal year.
- 3. Comments (if any):
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between StreamingMedia Hosting and the Coast Community College District for additional instructional material to be posted online, from April 17, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See StreamingMedia Hosting Agreement, Attachment # 19)
- 5. Fiscal impact: \$2,999.25 to be paid from Online Electronic Resources funds.

4.02.03 Approve Non-Standard Agreement between Commission on Peace Officers and Standards Training (POST) and the Coast Community College District for Legal Update Training

- 1. Background Information: GWC provides post-production, DVD authoring and replication services for all legal update training segments used in the Case Law Today (CLT) monthly series; provide design, implementation, conversion and related technical services for converting the Case Law Today video series to an online resource offered through the POST Learning Portal; and, provide additional video segment production services on case decision and legal update subject matter.
- 2. Goal/Purpose: Provides legal updates for Criminal Justice and income of \$260,000 to New Media.
- 3. Comments (if any):
- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Commission on Peace Officers and Standards Training and the Coast Community College District for legal update training of California law, from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See POST Agreement, Attachment # 20)
- 5. Fiscal Impact: Income of \$260,000 to New Media auxiliary funds.

4.02.04 Approve Non-Standard Agreement between Respondus, Inc. and the Coast Community College District for Online Testing

- **1. Background Information:** Respondus is a software application that allows instructors to test students online in the Blackboard course management system. Respondus creates and manages exams for printing and uploading into Blackboard.
- 2. Goal/Purpose: Respondus allows instructors to create and maintain their exams for online instruction. Without the program, exams are created within the course management system, on a manual basis, which is very time consuming. Besides reducing the time in exam creation, Respondus also allows the

instructors to manage their exams for multiple courses.

- 3. Comments (if any):
- **4. Recommendation Statement:** After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between Respondus, Inc. and the Coast Community College District for online testing, from August 1, 2010 through July 31, 2011. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees. (See Respondus SMA Agreement, Attachment # 28)
- 5. Fiscal Impact: \$2,545 to be paid from Online Electronic Resources funds.









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4.03 Approval of Agreements - Orange Coast College

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.03 Approval of Agreements - Orange Coast College

4.03.01 Approve Non-Standard Agreement between Newport Center Radiology Associates Medical Group, Inc. (NCRA), DBA Newport Imaging Center, LLC (NIC), and Coast Community College District to provide discounted prices for diagnostic imaging services for uninsured OCC students upon referral by OCC Student Health Center.

- 1. Background: The OCC Student Health Center has had a longstanding contract for discounted cash prices for diagnostic imaging with Hoag Hospital department of radiology. Hoag Hospital is no longer interested in continuing to provide these services to OCC students, but suggested that we pursue a similar contract with NCRA and NIC. NCRA is a California professional corporation that provides diagnostic imaging services through NIC. NIC operates two outpatient imaging centers in Newport Beach, CA. These corporations are willing to provide similar services for cash prices that actually represent a decreased cost to OCC students relative to the previous contract with Hoag Hospital (see Exhibit A).
- 2. **Goal/Purpose:** This contract will provide a savings on medical care for uninsured OCC students who need diagnostic imaging services.
- 3. Comments: Reviewed by Risk Services and General Counsel.

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- 4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between NCRA/NIC and Orange Coast College to provide uninsured OCC students a discount price for diagnostic imaging services. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 21)
- 5. **Fiscal Impact**: No direct fiscal impact to OCC or the district. This Agreement will result in significant savings on diagnostic imaging services to individual OCC students.



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4.04 Approval of Agreements - District

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.04 Approval of Agreements - District

4.04.01 Approve Assured Maintenance Agreement for District Site Computer Room Air Conditioning (CRAC) Units between Mustang Mechanical Contracting and Coast Community College District

1. Background: District Information Services' Operations Center is equipped with four Computer Room Air Conditioning (CRAC) units to maintain constant temperature and humidity for District-wide mission critical computing, network and telecommunication services and District office computing.

2. Goal/Purpose:

To assure maximum availability of modern electronic tools to faculty, students and staff including: Luminis Mysites; Banner Enterprise Resources planning (ERP) systems - Student, Finance, and Human Resources; and Operational Data Store Ad hoc reporting system.

- **3. Comments (if any):** Agreement includes District General Counsel revised liability language in Terms and Conditions paragraph 5(I).
- 4. Recommendation Statement: After review by the Administrative Director, District Information Services, Vice Chancellor of Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the Assured Maintenance Agreement between Mechanical Mustang Contracting and Coast Community College District. The Addendum outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Addendum and any related documents, indicating approval by the Board of Trustees. (See Attachment # 11)
- 5. Fiscal Review and Impact: \$8,220 from general funds.



7-21-10 attachment Mustang Mechanical.pdf

4.04.02 Approval of Agreement between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that Coast Community College District approve an agreement with the law firm of Liebert Cassidy Whitmore to serve as an Independent Contractor to provide specialized human resource training and consulting personnel services to the District as part of the Southern California Community College District Employment Relations Consortium. The Consortium will include 27 community college districts in Southern California who have agreed to enter into identical agreements with the above law firm. The term of the agreement is for 12 months commencing July 1, 2010, and may be extended for additional periods of time by written consent of the parties. The District fee for participation is \$2,500.00 which will cover training and consultant services, and development and printing of written training materials.

The Board President or designee is authorized to sign the agreement, and any related documents, indicating approval by the Board of Trustees. (See Attachment # 12)

Fiscal Impact: \$2,500.00 for the 2010-2011fiscal year.

4.04.03 Authorization to Enter into a Renewal Agreement between Keenan and Associates and the Coast Community College District for Self-Insured Workers' Compensation Claims Administration

1. Background: The Coast Community College District was self-insured for its workers' compensation claims administration up until June 30, 1998, when the District changed to a fully insured program for workers' compensation claims. The District retains approximately eighteen self-insured claims that remain open and active, and have been administered by our long-standing administrator, Keenan and Associates.

2. Goal/Purpose:

- a. Maintian effective self-insured claims administration services with Keenan and Associates.
- b. Renew the existing agreement for claims administration services 7/1/10-6/30/11.
- c. No increase in claims administration fees from last year.
- 3. Recommendation Statement: After review by the District Risk Services Manager, the Vice Chancellor for Administrative Services, and District General Counsel, it is recommended by the Chancellor that the Board approve the renewal agreement between Keenan and Associates and the Coast Community College District to administer the remaining open self insured workers' compensation claims, for 7/1/10-6/30/11. (See attachment # 13)
- 4. Fiscal Review and Impact: \$15,400.00, payable in quarterly installments of \$3,850.00



Keenan & Associates.pdf

4.04.04 Authorization to Enter into a Non-Standard International Student Dual Enrollment Program Formation Agreement between U.S. College Compass, Inc. and the Coast Community College District

1. Background

The Coast Community College District has been diligently working on improving and expanding its international student enrollment programs by creation of a dual enrollment program with four-year colleges and universities. The District has been exploring various funding sources to assist the District in further enhancing its international student program structure and in increasing enrollment. By working collaboratively with U.S. College Compass, Inc., the District has developed an Agreement wherein the District will receive \$200,000 within the next eight months in furtherance of these goals. These funds will be applied toward the District's formation of the International Student Dual Enrollment Program.

2. Goal/Purpose

- a. To establish a comprehensive International Student Dual Enrollment Program
- b. To increase international student enrollment within the District
- c. To develop transfer and articulation agreements with four-year colleges and universities nationwide

- d: To expand the District's current international student programs
- e. To secure third-party funding in support of the program formation

3. Comments

None

4. Recommendation Statement

After review by District General Counsel, it is recommended by the Chancellor that the Board approve the International Student Dual Enrollment Program Formation Agreement between U.S. College Compass, Inc. and the Coast Community College District. The term of this Agreement is August 1, 2010 through July 31, 2013. (See Attachment # 22)

5. Fiscal Review and Impact

The District shall receive the sum of \$200,000 from U.S. College Compass, Inc. (1st payment of \$100,000 due on or before 9/01/2010; 2nd payment of \$100,000 due on or before 3/01/2011). Unknown but potentially significant income from non-resident tuition based on Program enrollment objectives for 1st year (Fall 2011), which are set at 100-200 international students. Expected increases in international student enrollment during subsequent years based upon Program expansion.



International Student Enrollment Program Agreement 2010 REV.pdf

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4.05 Buildings and Grounds Approvals

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.05 Buildings and Grounds Approvals

4.05.01 Approve Change Order No. 1; Orange Coast College ABC Building Site Preparation; Bid No. 1961

1. Background

During construction of the Orange Coast College Consumer Health & Science (ABC) building, the project has endured some architectural/engineering changes. Changes are a result of building code requirements, unforeseen conditions, constructability difficulties, design omissions, and campus-driven design change. While the total project expenses remain within the total project budget, a change order for the following is required to complete the project:

Additional expenses for (1) modifications to the site storm drainage system as required by the Division of State Architects (DSA).

2. Goal/Purpose

Project completion and student occupancy in the Spring 2011 semester.

3. Comments

None

4. Recommendation Statement

After review by the Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Orange Coast College ABC Building Site Preparation; Bid No. 1961 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 No. 1)

Interpipe Contracting, Inc. - Category B - Underground Utilities

Site storm drainage system requirement change

\$15,507

Construction Change Directive #18 - \$12,448 Construction Change Directive #67 - \$3,059

Contract Amount: \$349,336 (C.O. 1: 4.4% Increase) Total Change Orders: \$15,507 (4.4% Increase) Fiscal Impact: \$15,507(Measure C – General Obligation Bond Fund)

Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Lab Science Building
New Construction (OCC ABC Building)

4.05.02 Approve Change Order No. 1; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

1. Background

During construction of the Orange Coast College Consumer Health & Science (ABC) building, the project has endured some architectural changes. Changes are a result of building code requirements, unforeseen conditions, constructability difficulties, architectural omissions, and campus-driven design change. While the total project expenses remain within the total project budget, a change order for the following is required to complete the project:

Additional expenses for (1) changing from tube steel stair stringer to built-up channel stringers for four stairways, (2) extension of bridge canopy to allow for complete coverage over the bridge deck, and (3) steel beams/miscellaneous anchorage and supports as required by the Division of State Architects.

2. Goal/Purpose

Project completion and student occupancy in the Spring 2011 semester.

3. Comments

None

4. Recommendation Statement

After review by the Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for Change Order No. 1 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 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 No. 2)

Anderson Charnesky Structural Steel, Inc. - Category E - Steel

Structural steel costs associated with changes from bid set

\$164,019

Construction Change Directives #1 and #2 - \$115,674 Construction Change Directive #5 - \$26,000 Construction Change Directive #11 - \$10,000 Construction Change Directive #20 - \$12,345

Cost includes detailing, shop labor, shop welding, erection, field labor/welding and material to perform this work.

Contract Amount: \$3,360,378 (C.O. 1: 4.9% Increase)
Total Change Orders: \$164,019 (4.9% Increase)

Fiscal impact: \$164,019

(Measure C – General Obligation Bond Fund)

Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Lab Science Building New Construction (OCC ABC Building)

4.05.03 Bid Tabulations and Award of Contract: Orange Coast College Dental Instructional Lab Operatories and Dental Instructional Radiology Labs (ABC Building); Bid No.1980

1. Background:

The new Allied Health building will provide the Orange Coast College (OCC) Dental Assisting program with a state-of-the-art dental suite. Specialty equipment was specifically omitted from the original Consumer Health & Science Building (ABC Building) construction bid to ensure that this program would obtain the best available technology immediately prior to occupancy of the new facility.

2. Goal/Purpose:

To provide the OCC Dental Assisting program with updated classroom and lab equipment.

3. Comments:

None

4. Recommendation Statement:

Notices were published on May 27 and June 3, 2010 in the newspaper. Four bid packages were delivered or picked up by prospective bidders. Two bids were received.

The bids were opened on June 29, 2010 for the Orange Coast College Dental Instructional Lab Operatories and Dental Instructional Radiology Labs Bid No. 1980.

After Analysis and review by the Dean of Consumer and Health Science, Dental Assisting Program Faculty, Director of Purchasing, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award Bid 1980 to the lowest qualified base bid as shown below. Lot #1 to Fitzpatrick Dental, Inc and Lot #2 to Henry Schien Dental.

Lo	t # 1 - Dental Lab Room 203 - Instructional Dental Operatories Lab	Bid Amount
1.	Fitzpatrick Dental Inc. 5435 Atlantis Court Moorpark. Ca 93021	\$186,498.78
3.	Henry Schien Dental Orange, CA 92865 Kodak Dental Systems Irvine, CA 92612 Carestream Health Rochester, NY 14608	\$203,843.81 No Bid No Bid

Lot #2 Dental Lab Room 203 - Instructional Dental Radiology Lab	Bid-Amount -
Henry Schein Dental 307 W Taft Suite N Orange, CA 92865	\$58,835.92

Fitzpatrick Dental Inc. Moorpark. Ca 93021 \$78,518.71
 Kodak Dental Systems Irvine, CA 92612 No Bid
 Carestream Health Rochester, NY 14608 No Bid

Fiscal Impact: NTE \$245,334.70

Measure C – General Obligation Bond Fund, 08/09 State Capital Outlay Master Plan Approved Project OCC Science Facilities OCC New Consumer Health & Science Building – New Construction (OCC ABC Building)

4.05.04 Bid Tabulations and Award of Contract: Orange Coast College Full Body Diagnostic Labs Rooms 103B & C (ABC Building); Bid No.1981

1. Background

The new Allied Health building will provide the Orange Coast College (OCC) Radiologic Technology program with a state-of-the-art instructional suite. Specialty equipment was specifically omitted from the original Consumer Health & Science Building (ABC Building) construction bid to ensure that this program would obtain the best available technology immediately prior to occupancy of the new facility.

2. Goal/Purpose:

Medical equipment purchase for new Orange Coast College Allied Health Building (ABC Building)

3. Comments:

The bid was structured into three "lots" in order to evaluate various combinations of Computed Radiological (CR) and Digital Radiology configurations. Lot #3 was determined to be the best long-term solution for the Radiology program. This configuration will allow the program to immediately incorporate and eventually fully transition to digital technology with the changing industry standards.

In addition, bid specifications denote the installation of two overhead mounted X-ray systems. However, the room configuration will require the installation of one overhead and one floor-mounted system. This bid alternate reduces the total cost marginally and will provide students with the opportunity to become proficient on various pieces of equipment.

4. Recommendation Statement:

Bid #1981 was advertised on May 27th and June 3, 2010. Four (4) bid packages were mailed to prospective bidders and three (3) bidders responded. Bids were publically opened on June 29,

2010.

After analysis and review by the Dean of Consumer and Health Science at Orange Coast College, Radiologic Technology Faculty, Director of Purchasing, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award Bid 1981, Lot #3, to Fujifilm Medical Systems USA, Inc.

By selecting two (2) DR rooms with a CR Reader, OCC will be allowed the flexibility of using film, DR and CR for the rooms as well as meeting today's advanced radiologic technology and complementing an existing Fuji system.

Lot #1 Rm. 103-B CR

Not Awarded

Lot #2 Rm. 103-C DR

Not Awarded

Lot #3 Hms. 103B&C + CR		Bid Amount
1.	Fujifilm Medical Systems USA, Inc. (alternate) 29012 N. Hancock Prkwy, #7, Valencia, CA 91355	\$507,435
2.	Fujifilm Medical Systems USA, Inc.	\$525,425
3.	Carestream Health, Inc.	\$602,595
4.	Inland Imaging Services LLC	\$745,801

Fiscal Impact: NTE \$507,435 (Measure C - General Obligation Bond Fund &

08/09 State Capital Outlay)
Master Plan Approved Project
OCC Science Facilities

OCC New Consumer Health & Science Building -

New Construction (ABC Building)

4.05.05 Bid Tabulations and Award of Contract: Orange Coast College Student Center Kitchen Rebid; Bid No. 1982

1. Background

As a master plan approved project, the Orange Coast College Student Center is currently under renovation. It is anticipated to be reopened for the Spring 2011 semester. The scope of work will include an 1,150 square foot expansion of Associated Students suite, addition of a 1,400 square foot Culinary Arts classroom, 1,250 square foot expansion and remodel of the student food service area, and a cosmetic renovation of the building interior.

2. Goal/Purpose

Expansion, modernization, and functional reorganization of the existing Student Center.

3. Comments

The OCC Student Center Renovation, Bid #1975, was approved in May 2010 and awarded 16 trade specific contracts for this project. At that time, one bid package did not receive any qualifying bids. As a result, that scope of work was further defined in two bid packages and rebid

yielding the following results.

4. Recommendation Statement

Notices were published on May 21 and May 28, 2010 in the newspaper as well as in four trade journals requesting bids. Fourteen bid packages were delivered or picked up by prospective bidders. Seven bids were received for two trade categories under this multiple prime project rebid.

The bids were opened on July 1, 2010 for the Orange Coast College Student Center Kitchen Rebid; Bid No. 1982.

After careful review by the Coast Community College District Risk Services Manager and Assistant Director of Facilities and Planning, it is recommended that a contract be awarded to the lowest qualified base bid in Categories M and R as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

Cate	gory M – Kitchen Equipment		Base Bid
1.	Kamran and Company, Inc. 411 E. Montecito Street, Sar	nta Barbara, CA 93101	\$706,000.00
2. 3. 4.	San Diego Restaurant Supply, Kitcor Corporation, Sun Valley, F.S.E., Inc., San Diego, CA 92	, CA 91352	\$709,437.20 \$724,717.00 \$726,750.00
Cate	gory R – Millwork/Finish Carpentry		
1.	Day Star Industries, Inc. 13607 Pumice Street, Santa I	Fe Springs, CA 90670	\$ 76,203.84
2. 3.	MAJ International, Inc., Upland Lozano Caseworks, Inc., Colto		\$ 95,000.00 \$152,000.00
	Fiscal Impact: \$782,203.84	(Measure C – General Obligat ASOCC Funds) Master Plan Approved Project OCC Upgrade Student Service OCC Student Center	

4.05.06 Bid Tabulations and Award of Contract: Orange Coast College Horticulture Storage Electrical Project; Bid No. 1983

1. Background

In order to clear a site for construction of the Orange Coast College Consumer & Health Science (ABC) project, the Horticulture Storage shed was relocated approximately 500 feet to the north. This project will complete the utility re-route, electrical connection, and lighting/outlet installation for this building.

2. Goal/Purpose

Relocate necessary storage area to a location that suits the functionality of the Horticulture

program while providing the required space for construction of the new Consumer & Health Science building.

3. Comments

None

4. Recommendation Statement

Notices were published on June 2 and June 9, 2010 in the newspaper as well as in four trade journals requesting bids. Sixteen bid packages were delivered or picked up by prospective bidders. Six bids were received.

The bids were opened on July 7, 2010 for the Orange Coast College Horticulture Storage Electrical Project; Bid No. 1983.

After careful review by the Coast Community College District Risk Services Manager and Assistant Director of Facilities, Planning and Construction, it is recommended that a contract be awarded to Native Electrical Construction, Inc. as lowest qualified base bid of \$47,353 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

		Base Bid
	rical Construction, Inc. 0, Ramona, CA 92065	\$47,353
 Creative Hom RMF Contract 	ting Inc. dbg	\$49,320
	Ing, Inc. and I Electrical Contracting, Lake Forest, CA 92630	\$55,900
	ergy Design, Inc., Orange, CA 92868	\$65,000
Bergelectric C	Corporation, Costa Mesa, CA 92626	\$71,700
Stuart Klein d	ba Westside Electric, Los Angeles, CA 90034	\$79,500

Fiscal Impact: \$47,353

(General Obligation Bond Fund - Measure C)

Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Lab Science Building

(ABC Building)

(OCC Horticulture Storage Electrical)

4.05.07 Approve Standard Professional Services Agreement with Michael Brandman Associates; Coastline Community College Newport Beach Learning Center

1. Background

During construction of the Coastline Community College Newport Beach Learning Center, the Coast Community College District will be excavating about 3.4 acres. In accordance with the mitigation measures set forth in the Mitigated Negative Declaration for this project, all construction-related earthmoving must be monitored by a qualified archeologist and paleontologist. Underground utility work is scheduled to commence in September 2010.

2. Goal/Purpose

This service is required for compliance with California Environmental Quality Act (CEQA) regulations. These requirements are site-specific for all construction projects greater than one acre.

3. Comments

None

4. Recommendation Statement

After review by the Coastline Community College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Michael Brandman Associates for archaeological and paleontological services for the Coastline Community College Newport Beach Learning Center pursuant to the Districts' Standard Professional Services Agreement.

The scope of service is to include the following tasks:

a.	Hiring letter and pre-grade conference	\$1,080
b.	Archaeological monitoring	\$9,000
C.	Paleontological monitoring	\$9,000
d.	Final negative report	\$2,400

The total fee for above services is \$21,480

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

Fiscal Impact: \$21,480

(General Obligation Bond Funds/Measure C)
Master Plan Approved Project

CCC Newport Beach Learning Center

4.05.08 Authorization for Additional Services to Psomas; Orange Coast College Sewage Lift Station Analysis

1. Background

As part of the ABC building construction, a sewer lift station was installed to handle the increased demand on the sanitary system. On several occasions the lift station has experienced a failure, each time resulting in a considerable effort and expense to resolve. Subsequently, as approved on April 7, 2010, the District employed Psomas to review the system functionality, analyze the failures, and provide recommendations for improvement.

Orange Coast College has approved the corrective actions, and is seeking additional assistance from Psomas for final design preparation, bidding, and construction phase services in order to implement their recommended resolution. Based on Psomas' final design, this project will be advertised for public works construction.

2. Goal/Purpose

Minimize the ongoing maintenance expense and disruption of campus programs resulting from sewer system failures.

3. Comments

None

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to accept Addendum No. 1 for additional engineering services for the Orange Coast College Sewage Lift Station Analysis.

The scope of services is to include the following:

- a. Design services
- b. Bidding services
- c. Engineering services during construction

The total additional fee for above services is \$13,985

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

Fiscal Impact: \$13,985

(General Obligation Bond Fund/Measure C)

Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Lab Science Building

(ABC Building)

4.05.09 Authorization for Addendum No. 1 to RBF Consulting; Orange Coast College Maritime Academy Pedestrian Bridge

1. Background

In May 2009, RBF Consulting was contracted to evaluate and prepare preliminary plans, and complete an Environmental Impact Report for the proposed Orange Coast College Maritime Academy Pedestrian Bridge. Further development of the pump station on the adjacent property (inland side of Pacific Coast Highway) requires that geotechnical analysis be conducted in order complete the preliminary design package for this over-crossing bridge.

2. Goal/Purpose

Geotechnical analysis is required as part of the preliminary planning process for this project.

3. Comments

None

4. Recommendation Statement

After review by the Orange Coast College Vice President of Administrative Services, Assistant

Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to accept Addendum No. 1 for additional services for the Orange Coast College Maritime Academy Pedestrian Bridge.

The scope of services is to include the following:

a. Geotechnical services

\$8,625

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

Fiscal Impact: \$8,625

(Orange Coast College Foundation Funds)

Master Plan Approved Project OCC Maritime Academy

4.05.10 Approve Amendment to Lease Agreement with Mobile Modular Management; Coastline Community College Early College High School

1. Background

In May of 2007 the Coast Community College District entered into an agreement with Mobile Modular Management Corporation to provide classrooms for the Early College High School program located at the Costa Mesa site. The primary goal of Early College High School is to offer a program that allows students to earn both a high school diploma and an Associate in Arts degree in just five years. This amendment extends the term of the agreement for an additional 24 months, until August 2012. At that point, the program will transition to the Newport Beach Learning Center.

2. Goal/Purpose

Extend the use of the temporary Early College High School facilities pending construction of the Newport Beach Learning Center.

3. Comments

Original Board Approval Date was May 16, 2007.

4. Recommendation Statement

After review by the Coastline Community College President and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that the Board approve the amendment to the agreement between Mobile Modular Management Corporation and Coast Community College District. This amendment extends the term of the agreement from August 5, 2010 through August 6, 2012. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the amendment.

The annual amount for each lease number is shown below:

1.	24 Month Lease #576875	\$13,680
2.	24 Month Lease #576876	\$ 4,800
3.	24 Month Lease #576877	\$ 4,800
4.	24 Month Lease #576878	\$ 4,800
5.	24 Month Lease #576879	\$ 4,800

6.	24 Month Lease #576880	\$ 4,800
-7.	24 Month Lease #576881	\$ 4,656
8.	24 Month Lease #580828	\$ 4,800

The total amount for the 24 months is \$94,272 (\$47,136 annually).

Fiscal Impact: \$94,272(Coastline Funds/Partially Reimbursed by
Newport Mesa Unified School District)
Master Plan Approved Project
CCC Early College High School

4.05.11 Authorization to Purchase Student Lounge, Classroom, and Office Furniture for Orange Coast College Student Center Renovation using the US Communities and California Multiple Award Schedule (CMAS) Contracts.

1. Background:

Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

The Orange Coast College Student Center Furniture Selection Committee have reviewed and approved the recommendation to purchase furniture and installation from Workplace Resources.

2. Goal/Purpose:

To acquire furniture for the newly renovated Student Lounge, ASOCC Offices, and Culinary Arts classroom.

3. Comments:

None

4. Recommendation Statement:

After review by the Orange Coast College Vice President of Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of student lounge, classroom, and office furniture and the installation using the above volume contracts for the Orange Coast College Student Center Renovation.

Fiscal Impact: NTE \$180,000 (Measure C – General Obligation Bond Fund, 08/09 State Capital Outlay, and ASSOC Funds)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center



4.05.12 Authorization to Purchase Audio Visual Equipment and Material from Digital Networks Group, Inc for New Construction ABC **Building at Orange Coast College.**

- 1. Background: Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the board has determined it to be in the best interest of the district. Digital Network, Inc. was awarded a California Multiple Award Schedule (CMAS) contract #3-06-70-2070D for audio visual smart classroom system infrastructure and equipment installation.
- 2. Goal/Purpose: To provide the new ABC Building with high performance information audio visual smart classroom system infrastructure.
- 3. Comments: None.
- 4. Recommendation Statement: After review by the Vice President, OCC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase for installation, equipment and material from Digital Networks, Inc for the new Consumer Health & Science Lab Building (ABC Building).

Fiscal Impact: NTE \$76,000

(Measure C - General Obligation Bond Fund & 08/09 State Capital Outlay)

Master Plan Approved Project OCC Science Facilities

OCC New Consumer Health & Science Building - New

Construction (ABC Building)

4.06 General Items of Business - Coastline Community College

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items Agenda Type: Action (Consent)

Public Access: Yes

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4.06 General Items of Business - Coastline Community College

4.06.01 Approval for the Orange County Registrar of Voters to Place a Voting Poll at Coastline Community College.

1. Background: This Statewide General Election voting poll will provide registered voters in this voting precinct with an opportunity to cast their ballots in the Coastline College Center building without disruption to ordinary District business.

2. Goal/Purpose:

Positive community relations

- 3. Comments: None
- 4. Recommendation Statement: After review by the College President and the Vice President of Administrative Services, it is recommended by the Chancellor that the Board approve the Registrar of Voters for the County of Orange to operate a voting poll at the Coastline Community College Center on November 2, 2010 for the Statewide General Election.
- 5. Fiscal Review and Impact: None

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4.07 General Items of Business - Golden West College

Meeting:

07/21/2010 Regular Meeting

4. Action Items

Category: 4. Action Agenda Type: Action Public Access: Yes

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4.07 General Items of Business - Golden West College

NONE

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4.08 General Items of Business - Orange Coast College

Meeting:

07/21/2010 Regular Meeting

Category: 4. Action Ite Agenda Type: Information 4. Action Items

Public Access: Yes

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4.08 General Items of Business - Orange Coast College

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4.09 General Items of Business - District

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.09 General Items of Business - District

4.09.01 Approve change in Contracting Agent and Signatories for Union Bank accounts.

Background

As the Vice Chancellor of Administrative Services has retired, a new Contracting Agent must be established with Union Bank. The Contracting Agent is responsible for authorizing any changes in District bank accounts. Kimberly Allen, the Administrative Director, Fiscal Affairs, will be designated as the new Contracting Agent.

The District has also had significant changes in staffing which requires changes in the signatories for many of our bank accounts. A complete list of bank accounts with proposed authorized signatories is attached.

2. Goal/Purpose

- a) To provide proper authority for any changes in District bank accounts
- b) To provide continuity in our banking relationship with Union Bank
- c) To update signatories on all bank accounts to reflect staffing changes

3. Recommendation

After review by the Interim Vice Chancellor, Administrative Services, it is recommended by the Chancellor that the Board approve the change in Contracting Agent and signatories for Union Bank accounts. (See attachment # 23)

Fiscal Impact: None.



CCCD All Bank Signatories.pdf

4.09.02 Approval of Employment Agreement, Interim Vice President of Student Services at Golden West College

After review by the Chancellor, it is recommended by the Chancellor that the Board approve the employment agreement with Stanley E. Francus, Interim Vice President of Student Services at Golden West College, effective August 1, 2010, through February 28, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

4.09.03 Authorization to Appoint Deborah Hirsh, Vice Chancellor of Human Resources, as the Responsible District Officer for Title 5 Discrimination and Harassment complaints.

Pursuant to Section 59324 of Title 5 of the *California Code of Regulations*, each community college district is required to identify to the State Chancellor and to the public "a single person as the district officer" to receive complaints of discrimination and harassment. It is recommended by the Chancellor and the District's General Counsel, that Deborah Hirsh, Vice Chancellor of Human Resources, be designated to serve as the Responsible District Officer, in accordance with Title 5.

Fiscal Impact: None

4.09.04 Approve Audit Committee Recommendation of Vasquez & Company as District External Auditor, effective July 1, 2011, and Provide Direction to the District General Counsel to Prepare Agreement for District External Audit Services, Effective July 1, 2011 through June 30, 2012

On a periodic basis, the Board of Trustees selects an External Auditor for the District. The Board's Audit Committee, with assistance from staff, established a Request for Proposals (RFP) process that was distributed widely throughout the Southern California area. The Audit Committee received eight proposals for External Audit services, and screened the applications down to four applicants. On July 9, 2010, the Audit Committee interviewed the top four applicants and received a presentation from each.

After reviewing the applications and presentations, the Audit Committee recommends the selection of Vasquez & Company to the Board of Trustees as the District's External Auditor, effective July 1, 2011 through June 30, 2012, with the option to extend the Agreement for an additional two years. The District General Counsel is directed to draft the Agreement for Board consideration on August 18, 2010. A copy of the proposal from Vasquez & Company is attached to each Trustee's Agenda. (See Attachment # 24)



4.09.05 Approval of District Vision, Mission and Goals

Vision Statement

Coast Colleges provide excellence, innovation and success in education to inspire and transform lives in our local and global community.

Mission Statement

Coast Colleges offer inspiration, innovation and meaningful learning experiences to its diverse and changing community and prepares students to achieve success in post-secondary, career and technical and life-long educational opportunities.

Values

We value:

- 1. The mission and responsibilities of our profession;
- 2. Students success;
- 3. Support teaching and learning excellence;
- 4. Learning, fairness, unity and continuous improvement;
- 5. Collaborative, institutional culture;
- 6. Support of students, faculty, management and staff;
- 7. Active outreach;
- 8. Professional integrity;
- 9. A transparent, accessible and balanced governance structure.

Principles

Learning:

Student-centered and outcome-based for optimal success.

People:

Respect for and commitment to invest in people.

Focus:

Vision inspired, student centered and goal driven by strategic master plans.

Agility:

Flexible, responsive and courageous when needs require change in practices and conditions.

Integrity:

Truthfulness is the first and most important trait to good institutional citizenship.

Collaboration:

Shared responsibility and teamwork across disciplines, departments, divisions, colleges and districts.

Engagement:

Broad-based involvement of stakeholders to encourage optimal decision making.

Diversity:

Reflect inclusiveness with all ethnic, socio economic, educational, abilities and cultural backgrounds.

Equity:

All staff serves and contributes to our students' success with equal importance.

Unity:

The importance of the collective good and bond is greater than the gain of individuals, departments, colleges.

Goals

- 1. Develop and enforce student-centered and student-first attitudes, processes, decisions, policies and culture.
- 2. Increase student success rates by adopting proven best practices and program designs.
- 3. Increase access and success to meet the changing students' needs of our community.
- 4. Provide leadership in addressing regional workforce training and development needs.
- 5. Embrace and increase the diversity of faculty, staff, administration and curriculum.
- 6. Invest in the professional and leadership development of all staff.
- 7. Create an institutionalized practice and culture of evidence in decision making.
- 8. Encourage and support creativity, flexibility and innovation.
- 9. Engage and invest in entrepreneurial activities to increase and diversify revenue streams.
- 10. Maximize the appropriate and strategic utilization of technology.
- 11. Enhance international educational learning opportunities for students, faculty and staff.
- 12. Achieve long-term financial stability and decrease reliability on state funding.
- 13. Strengthen and increase strategic alliances and partnerships in local and global communities.

(See Attachment # 25)

4.09.06 Approval of Employment Agreement, Vice President of Student Services at Orange Coast College

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Kristin Clark, Vice President of Student Services at Orange Coast College, effective August 1, 2010 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 29)

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4.10 Resolutions

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.10 Resolutions

4.10.01 Coast Community College District Board of Trustees Resolution # 10-11

Adoption of Resolution To Enter Into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center General Child Care & Development Program Grant (CCTR-0186)

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2010-2011, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Ding-Jo H. Currie, Ph.D., Chancellor; Kim Allen, Administrative Director of Fiscal Affairs; or Chandula M. Brahmbhatt, Vice Chancellor of Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.

4.10.02 Coast Community College District Board of Trustees Resolution # 10-12

Adoption of Resolution To Enter Into An Agreement with the California Department of Education, Child Development Division for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-0345)

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Certification of Application for Fiscal Year 2010-2011, Child Development Division, Child Development Program and the Coast Community College District (Orange Coast College), and said Board of Trustees acknowledges the benefits and responsibilities to be shared by both parties to said agreement,

THEREFORE, BE IT RESOLVED, that the Board of Trustees does hereby authorize Ding-Jo H. Currie, Ph.D., Chancellor; Kim Allen, Administrative Director of Fiscal Affairs; or Chandula M. Brahmbhatt, Vice Chancellor of Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute said agreement and all amendments thereto, except to increase the financial liability of said organization.



4.10.03 Adoption of Resolution Establishing Appropriation Limit, Gann Initiative for 2010-2011

In accordance with Senate Bill 1352, Chapter 1205 of 1980, the Board is required to establish by Resolution an appropriation limit for the fiscal year 2010-2011. Additional legislation (AB198, SB98 and AB751) changed the method for calculating the Gann Limit for Community Colleges. Districts are now required to report the new appropriations limit in a manner prescribed by the Chancellor's Office for 1997-1998.

The following resolution establishes the Gann Limit for 2010-2011 at \$249,263,337.

Documentation for the establishment of these limits had been posted for 18 working days prior to this Board meeting.

After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the following Resolution establishing the appropriation limit be adopted as required by law:

RESOLUTION

WHEREAS, Article XIII B of the California Constitution requires the governing board of each local jurisdiction, by Resolution to establish maximum appropriation limitations, commonly called "Gann Limits" for the following year, and

WHEREAS, the District must establish a Gann Limit for the 2010-2011 fiscal year in accordance with the provisions of the Gann Amendment and applicable statutory law;

NOW, THEREFORE, the Board of Trustees of the Coast Community College District hereby resolves and declares as follows:

The appropriations limit for 2010-2011 shall be \$249,263,337. The appropriations in the 2010-2011 Budget do not exceed the limitations imposed by the Gann Amendment.

BE IT FURTHER RESOLVED, that the documentations used in determining the appropriations limit shall be available to the public at the Coast Community College District Business Office, 1370 Adams Avenue, Costa Mesa, CA 92626.

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4.11 Approval of Minutes

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.11 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: June 16, 2010 Special Meeting of: June 23, 2010



Min 6-23-10 Special Meeting.pdf

Min 6-16-10 Regular Meeting.pdf

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4.12 Policy Implementation

Meeting:

07/21/2010 Regular Meeting

Category:

4. Action Items

Agenda Type: Action Public Access: Yes

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4.12 Policy Implementation

4.12.01 Adoption of Revised Policy 040-11-1, Conflict of Interest Code

At the June 16, 2010 meeting, the Board of Trustees reviewed the proposed revisions to Policy 040-11-1, Conflict of Interest Code. It is recommended by the Board President that the Board adopt revised Policy 040-11-1, Conflict of Interest Code. (See Attachment # 26)



Conflict of Interest Policy for 7-21-10 Board.pdf

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5.00 Public Comment (Items Not on Agenda)

Meeting:

07/21/2010 Regular Meeting

Category:

5. Public Comment (Items not on the Agenda)

Agenda Type: Information

Public Access: Yes

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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 <u>Brown Act</u>. 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.

Additional Association contest

CCCD Agenda 07/21/10

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6.00 Adjournment

Meeting: 07/21/2010 Regular Meeting
Category: 6. Adjournment
Agenda Type: Information
Public Access: Yes

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6.00 Adjournment

Regular Meeting

Board of Trustees Coast Community College District

District Board Room

5:00 p.m. Closed Session, 6:30 p.m. Regular Meeting

June 16, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on June 16, 2010 in the Board Room at the District Office.

1.00 Preliminary Matters

1.01 Call to Order

Board President Jerry Patterson called the meeting to order at 5:04 p.m.

1.02 Roll Call

Trustees Present:

Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno.

Lorraine Prinsky, Student Trustee Robert Lane and 2010-11

Student Trustee Elect Lee Fuller

Trustees Absent:

None

1.03 Public Comment (Closed Session – Items on Agenda)

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

1.04 Recess to Closed Session

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

The Board recessed to Closed Session at 5:05 p.m. to discuss the following items:

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

- 1. Faculty Special Assignments
- Substitute Faculty
- Full-time Faculty
- 4. Part-time Faculty
- Educational Administrators
 - a. Dean, Mathematics and Science
- 6. Classified Management
 - a. Special project Supervisor
 - b. Contract/Military Education Program Operations Assistant Manager
 - c. Corporate Education Workforce Program Coordinator
 - d. Assistant Director, Workforce/Economic Development
 - e. Program Supervisor, Orange-County One-Stop Center
 - f. Manager, Military Programs Outreach
 - g. Program Assistant Manager, Orange County One-Stop Center
 - h. Director, e-Learning Research/Development

7. Classified Staff

- a. Accounting Analyst-Orange County One-Stop Center
- b. Accounting Specialist-Special Projects
- c. Administrative Specialist Coastal Co. One Stop Ctr
- d. Application Systems Analyst/Programmer Contract Education Application Programmer
- e. Assistant
- f. Contract Education Operations Coordinator Senior
- g. Contract Education Production Editor
- h. Contract Education Video Production Coordinator
- Corporate Relations Executive
- j. Developmental Disabilities Program Assistant
- k. Educational Media Designer Military
- 1. Educational Media Designer Military/Contract Educ
- m. Electronic Media & Publishing Project Coordinator
- n. Eligibility Technician
- o. Foundation Office Assistant
- p. Grants Project Assistant
- q. Instructional Systems Development Programmer
- r. Instructional Systems Development Staff Aide
- s. Job Center Clerk
- t. Matriculation Office Assistant

- u. Matriculation Testing Technician
- v. Matriculation Evaluator
- w. Military Program Course Assistant I
- x. Military Program Staff Facilitator
- Military Programs Course Assistant 1
- z. Military Programs Testing Specialist
- aa. Military/Contract Education Applications Coordinator
- bb. Military/Contract Education Specialist
- cc. Military/Contract Education Staff Aide
- dd. Military/Contract Education Technician
- ee. Military/Contract Technician !
- ff. Military/Contract Education Technician III
- gg. Military/Contract Education Technician Intermediate
- hh. Military/Contract Education Technician Staff Aide
- ii. Office Coordinator
- jj. Program Compliance Assistant
- kk. Project Coordinator
- II. Special Projects Budget Clerk
- mm. Staff Assistant
- nn. Staff Specialist
- oo. Student Financial Aid Technician
- pp. WIA Support Clerk
- qq. Workforce Specialist

8. Reclassification and Reorganization/Reassignment

- a. Maintenance, Semi-Skilled
- b. Staff Specialist
- c. Custodian, Senior
- d. Military/Contract Ed Tech Intermediate
- e. Staff Assistant
- f. Staff Assistant, Senior
- g. Groundskeeper III
- Office Coordinator
- i. Staff Specialist
- j. Custodian, Senior
- k. Custodian, Senior
- Groundskeeper II

9. Classified Temporary Assignments

- a. Coordinator of Community Services
- b. Information Systems Tech 2
- c. Staff Assistant
- d. Admin Assistant to the VP
- e. Information Systems Tech Senior
- f. Child Care Eligibility Specialist
- g. Special Assignment
- h. System/Network Analyst II
- i. Campus Security Officer, Lead
- j. Web/Multimedia Programmer
- k. Special Assignment
- Student Financial Aid Coordinator

- m. Custodial Grounds Maintenance Supervisor
- n. Maintenance, Lead
- o. Groundskeeper, Lead
- 10. Hourly Staff
- 11. Substitute Classified
- Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

1.04.02 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
Coast Federation of Educators v. Coast Community College District (CFE Arbitration)
Faber v. Coast Community College District et al., Orange County Superior Court Case No. 30-2009-00126090
Jacobson v. Coast Community College District (Arbitration)
Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
Magana vs. Coast Community College District et al., Orange County Superior Court Case No. 30-2010-00346951
Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094
Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E
Coast CCD v. Bui, Orange County Superior Court Case No. 30-2010 00379250 etc.

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

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

Position: Chancellor

1.04.05 Conference with Labor Negotiator

(Pursuant to Government Code Section 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: Association of Confidential Employees (ACE),
Unrepresented Employees: Coast District Management Association (CDMA),
Educational Administrators

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

The Board reconvened to Open Session at 6:40 p.m.

1.06 Pledge of Allegiance

Board Clerk, Jim Moreno led the Pledge of Allegiance to the United States.

1.07 Report of Action in Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Ms. Hornbuckle and seconded by Dr. Prinsky, the Board voted unanimously to approve Agenda Item 1.04.01, Public Employment. (See appendix A, pages 21-75)

Motion carried with the following vote:

Aye:

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

No: Absent: None

None

Dr. Teeter further reported that on a motion by Mr. Moreno and seconded by Ms. Hornbuckle, the Board voted unanimously to initiate litigation in the matter of CCCD v. Bui, Orange County Superior Court Case No. 30-2010 00379250 etc. under Agenda Item 4.04.02 Conference with Legal Counsel: Existing Litigation.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

1.08 Public Comment (Open Session - Items on Agenda)

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

1.09 Oath of Office - Student Trustee

Mr. Lee Fuller was sworn in by Board President Patterson as the 2010-11 Student Trustee.

1.10 Presentations, Ceremonial Resolutions and Public Hearings

1.11 Resolutions to Honor and Accept the Retirements and Acknowledgments

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

<u>Administrator</u>

Valerie Hayward, OCC, Interim Dean, Math and Science, retirement effective 7/01/10

Faculty

Patricia Arfsten, OCC, Counselor, retirement effective 6/02/10.

Theodore Bandaruk, OCC, Instructor, Physical Education/Biology, retirement effective 6/01/10

Carol Flowers, OCC, Instructor, Business and Computing, retirement effective 5/31/10

Norman Fricker, OCC, Instructor, Speech, retirement effective 5/30/10

Steven Goetz, OCC, Counselor, retirement effective 6/03/10

Irene Heavern, OCC, Instructor, English, retirement effective 5/31/10

Donald Jennings, OCC, Instructor, Fine Arts, retirement effective 5/31/10

Rita Jones, OCC, Counselor, retirement effective 6/30/10

Sheila Koff, OCC, Instructor, English, retirement effective 6/05/10

Joel Levine, OCC, Instructor, Physics/Astronomy, retirement effective 6/01/10

Brian Lewis, OCC, Instructor, Film, retirement effective 6/01/10

Douglas Mason, OCC, Instructor, History, retirement effective 6/01/10

Thomas Steinfeld, OCC, Instructor, Architecture, retirement effective 6/30/10

Margie Willis, OCC, Instructor, Allied Health/Medical Assisting, retirement effective 5/31/10

Randall Yanaga, OCC, Instructor, Mechanical Drafting/Machine technology, retirement effective 5/28/10

Betil Yett, OCC, Instructor, Anthropology, retirement effective 5/30/10

Jan Yett, OCC, Instructor, Geology/Natural Science, retirement effective 5/30/10

Management

Sally Coffey, GWC, Director Community & Special Services, retirement effective 7/01/10

Classified

Carolene Backley, DIST, Human Resource Specialist, retirement effective 7/01/10 Pamela Bevington, GWC, Admissions & Records Technician II, retirement effective 7/01/10

Edith Cardinali, GWC, Administrative Assistant to the Vice President, retirement effective 7/01/10

Marcelina Ortiz, OCC, Custodian, retirement effective 7/01/10

It was moved by Mr. Moreno and seconded by Mr. Fuller to accept these retirements.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

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

CM Brahmbhatt, Acting Chancellor, provided a report to the Board.

2.01.02 Reports from the Presidents

The following college presidents or designee provided reports to the Board:

Dr. Marilyn Brock, Coastline Community College Dr. Dennis Harkins, Orange Coast College

Janet Houlihan, Golden West College

2.01.03 Reports from the Officers of Student Government Organizations

The following representatives provided reports on behalf of the student government organizations:

Perly Abdulnour, Coastline Community College Catherine Tran, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents or designee provided reports to the Board:

Dr. Eduardo Arismendi: Pardi, Orange Coast College (OCC) Academic Senate President Diane Restelli, Golden West College (GWC) Academic Senate President Marilyn Fry, Coastline Community College (CCC)

2.01.05 Reports from Employee Representative Groups

There were no reports provided to the Board from the Employee Representative Groups.

2.01.06 Reports from the Board of Trustees

Board members provided individual reports.

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

The Board reviewed the dates of the upcoming Board Committee meetings.

Trustee Moreno provided a report of the Audit Committee. Trustees Howald and Moreno provided a report of the Career Technical Education and Budget Committees. Trustee Howald provided a report of the Land Development Committee and Board President Patterson provided a report of the Personnel Committee.

2.02 Matters for Review, Discussion and/or Action

2.02.01 Review of Board Meeting Dates

The Board reviewed the scheduled Board Meeting dates for FY 2009/2010 as presented in the June 16, 2010 Agenda.

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

The Board reviewed the scheduled Board Meeting dates and conferences for the AACC, ACCT, and the CCLC.

2.02.03 Review of the Conflict of Interest Code, Policy 040-111-1

The Board reviewed Policy 040-111-1, Conflict of Interest Code and made suggestions for changes. This item will be returned to the July 21, 2010 meeting agenda for action by the Board.

2.02.04 Opportunity for the Board to Review the Board Directives Log

The Board reviewed the items on the Board Log. No changes were made.

2.03 Review of Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the June 16, 2010 Agenda.

2.04 Review of Quarterly Financial Status Report

The Board reviewed the third quarter Financial Status Report ending March 31, 2010.

3.00 Consent Calendar

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the Consent Calendar in its entirety.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.00 Action Items

4.01 Approval of Agreements – Coastline Community College

4.01.01 Approve Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit

It was moved by Ms. Hornbuckle and seconded by Mr. Howald to approve the Agreement with Mobile Modular Management Corporation and the Coast Community College District for the lease of one 48x60 HCD (NonStd) Commercial Coach Modular Unit, to be located at the Costa Mesa Center (Special Programs), 2990 Mesa Verde Drive East, Costa Mesa, CA. Terms of lease agreement will be for a period of one year beginning July 1, 2010 and ending June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: Monthly rent is \$1,599

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.01.02 Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - North

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – North. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College \$1,989,310 for operation of these programs.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.01.03 Approve Agreement between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Center - South

It was moved by Mr. Moreno and seconded by Mr. Howald to approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: The County will reimburse Coastline Community College \$1,956,910 for operation of these programs.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.01.04 Approve Agreement between The Hilton Family – Embassy Suites Hotel Anaheim South and the Coast Community College District for Catering and Forum Event on June 18, 2010

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Agreement between The Hilton Family – Embassy Suites Hotel Anaheim South and the Coast Community College District to hold a forum and provide facilities and catering services. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: NTE \$5,500

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.01.05 Approve an Amendment to an Agreement between Kingston Technology Company, Inc. and the Coast Community College District to Provide English as a Second Language Assessment and Training Services

It was moved by Mr. Howald and seconded by Mr. Fuller to approve the Amendment to an Agreement between Kingston Technology Company, Inc. and the Coast Community College District to provide English as a Second Language (ESL) assessment and training services to Kingston employees. The Amendment extends the term of the Agreement through June 30, 2012. The Board President, or designee, is authorized to sign the Amendment to the Agreement.

Fiscal Review and Impact: None

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.01.06 Approve Agreement between Commander, Navy Region Southwest and the Coast Community College District to Acquire and Operate a National Test Center for College-Level Examination Program® (CLEP eCBT), Internet-based DSST®, and Excelsior College® Examinations (ECE CBT) Testing Programs

It was moved by Mr. Moreno and seconded by Dr, Prinsky to approve the Agreement between Commander, Navy Region Southwest and the Coast Community College District to operate a "restricted" national test center and provide CLEP® eCBT, internet-based DSST®, and ECE CBT testing programs to base personnel from Naval Weapons Station Seal Beach and other local installations. The term of the Agreement will extend from the date signed by both parties and will expire after 5 years. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Expenses not to exceed \$5,000; a standard test administration fee of \$10-20 per test shall be paid for each test administered.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.01.07 Approve Agreement between Educational Testing Service and the Coast Community College District to Administer College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commander, Navy Region Southwest and the Coast Community College District

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between Educational Testing Service and the Coast Community College District authorizing Coastline to administer CLEP® eCBT examinations to base personnel from Naval Weapons Station Seal Beach and other local installations. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Income to District - \$20 per test administered.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.01.08 Approve an Amendment to an Agreement between Prometric and the Coast Community College District to Administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for College Credit in Support of MOU's between Military Installations and the Coast Community College District to Operate as National Test Centers

It was moved by Dr. Prinsky and seconded by Mr. Fuller to approve the Amendment to an Agreement between Prometric and the Coast Community College District authorizing Coastline to administer Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) examinations to military and civilian personnel at Coastline's National Test Centers. The Amendment adds Coastline's Career Center, located at Westminster One-Stop, as an Affiliated Test Center site under

the Letter of Agreement. The Board President, or designee, is authorized to sign the Amendment to the Agreement

Fiscal Review and Impact: None

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

Nonė

4.01.09 Approve Agreement between the College Board and the Coast Community College District Outlining Payment Terms for the Administration of College-Level Examination Program® (CLEP® eCBT) Testing Programs in Support of the MOU between Commander, Navy region Southwest and the Coast Community College District

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Agreement between The College Board and the Coast Community College District outlining guidelines and payment terms for the administration of CLEP® eCBT examinations to base personnel from Naval Weapons Station Seal Beach and other local installations. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Income to District: \$20 per CLEP test administered.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.01.10 Approve Agreement between the Regents of the University of California (UCI) and the Coast Community College District (Coastline) to provide Consultation on the Development of Four Curricula on Communication Skills for Direct Care Workers

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Agreement between the Regents of the University of California and the Coast Community College District for Coastline to provide consultation and guidance related to the development of curricula for UCI. The Agreement outlines the end products to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Revenue to Coastline for services performed, according to attached schedule, up to but not to exceed \$16,039.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.01.11 Approve Agreement between the Westin South Coast Plaza and the Coast Community College District

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between The Westin South Coast Plaza and the Coast Community College District. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Expenses NTE: \$30,000 to be paid from participant registration fees.

Motion carried with the following vote:

Ave:

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

No:

None

Absent: None

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

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Agreement between U.S. College Compass, LLC and the Coast Community College District to provide language assessment and instruction, counseling, college preparation and faculty development services to Xiang Jiang High School in China. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Gross Income of \$279,080.84

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.02 Approval of Agreements - Golden West College

4.02.01 Approve Amendment to Non-Standard Agreement between Orange County Community Resources and the Coast Community College District for Service Training of Automotive Technicians

It was moved by Dr. Prinsky and seconded by Mr. Fuller to approve the amendment to the agreement between OC Community Resources and the Coast Community College District for the for Automotive Service Technician training at Golden West College, from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign the amendment and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$55,025 to be received by the Automotive Program at Golden West College from WIA ARRA High Demand Training Grant.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.02.02 Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District to Conduct Online Career Certificate Programs

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the agreement between Career Step, LLC and the Coast Community College District to conduct Online Career Certificate Programs, from June 17, 2010 through June 16, 2013. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: GWC Community Services to remit to Career Step the program fees set forth in each applicable Annex for each participant enrolled. Fees to be paid from Community Services funds.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.03 Approval of Agreements – Orange Coast College

4.03.01 Approve Non-Standard Agreement between the Bridging Research, Information, and Cultures Initiative (BRIC) Research and Planning Group for California Community Colleges and the Coast Community College District

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno that authorization be given to enter into a non standard agreement between the Orange Coast College BRIC Coordinating Team (OBCT) and the Bridging Research, Information and Cultures Initiative (BRIC). OBCT will receive technical assistance in research, planning and assessment during the 2010-2011 academic year from BRIC's Technical Assistance Program (TAP). 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

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.03.02 Approve a Student Field Placement Agreement between California State University Long Beach and the Coast Community College District

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Student Field Placement agreement with California State University Long Beach.

Fiscal Impact: None

Motion carried with the following vote:

Aye: .

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

No:

None

Absent:

None

4.04 Approval of Agreements – District

4.04.01 Authorization to Enter into an Agreement for Legislative/Bill Monitoring Services with School Services of California, Inc.

It was moved by Mr. Howald and seconded by Mr. Fuller that authorization be given by the Board to renew a professional consultant agreement between School Services of California and Coast Community College District. The term of this agreement is from July 1, 2010 through June 30, 2011. The Board President, or designee, is authorized to sign this Agreement.

Fiscal Review and Impact - \$4,200 annually, plus "expenses" payable at \$350 per month upon billing from Consultant.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

4.04.02 Approve Agreement with NCB, FSB

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Agreement with NCB, FSB. The District is agreeing that, irrespective of the provisions of Section 14 of the District's Intercreditor Agreement with NCB, FSB to the contrary, the provisions of the Intercreditor Agreement shall be applied on the basis of the loan terms contained in the loan documents between NCB, FSB as lender and KOCE-TV Foundation as borrower. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board.

Fiscal Review and Impact: None

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.05 Buildings and Grounds Approvals

4.05.01 Bid Tabulation and Award of Contract: Orange Coast College Softball Field Netting Project; Bid No. 1979

Notices were published on May 11 and May 18, 2010 in the newspaper as well as in four trade journals requesting bids. Four bid packages were delivered or picked up by prospective bidders. Two bids were received.

The bids were opened on June 3, 2010 for the Orange Coast College Softball Netting Project; Bid No. 1979.

It was moved Mr. Howald and seconded by Dr, Prinsky to recommend that a contract be awarded to Judge Netting, Inc. as lowest qualified base bid of \$117,300 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

Base Bid

Judge Netting, Inc.
 427 E. 17th Street, #489, Costa Mesa, CA 92627

\$117,300

2. Lightning Fence Co., Poway, CA 92064

\$144,000

Fiscal Impact: \$117,300

(General Obligation Bond Fund – Measure C)

Master Plan Approved Project

OCC Upgrade Health/Wellness Facilities

OCC Upgrade Softball Field

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.05.02 Authorization to Purchase Classroom and Office Furniture for Orange Coast College New Consumer Health & Science Lab Building (OCC ABC Building), using the General Services Administration (GSA), Department of General Services, County of Orange, California Multiple Award Schedule (CMAS), and the US Communities Contracts

It was moved by Mr. Moreno and seconded by Mr. Howald to authorize the purchase of classroom and office furniture and the installation using the above volume contracts for the new Consumer Health & Science Lab Building (ABC Building)

Fiscal Impact: NTE \$835,000

(Measure C – General Obligation Bond Fund &

08/09 State Capital Outlay)
Master Plan Approved Project

OCC Science Facilities

OCC New Consumer Health & Science Building – New Construction (OCC ABC Building)

Motion carried with the following vote:

Aye:

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

No:

Absent:

None None

4.06 General Items of Business - Coastline Community College

4.06.01 Student Health Fee Increase

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the request to increase Student Health Fees for Coastline Community College Students.

Fiscal Impact: Student health fees collected are paid to the provider less an administrative processing fee retained by the College.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.07 General Items of Business – Golden West College

None

4.08 General Items of Business - Orange Coast College

4.08.01 Approve Fee Increase by Orange Coast College Job Placement Center and Internship Academy to Increase Fee for Use of Online Job Board by Community Members

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve increasing the fee for use of the online job board by community members from a current fee of \$20.00 to \$25.00 for the period of five (5) months beginning July 1, 2010.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.08.02 Authorization to Purchase Sixty (60) Apple Desktop Computers for Orange Coast College Using Apple's Collegiate Purchase Program (CPP) Agreement

It was moved by Mr. Howald and seconded by Mr. Fuller to authorize the purchase of sixty (60) Apple computers using Apple's Collegiate Purchase Program (CPP) agreement.

Fiscal Review and Impact: NTE \$115,356.00 (General and Ancillary funds)

Motion carried with the following vote:

Aye:

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

No:

None

Absent: None

4.09 General Items of Business - District

4.09.01 Approve a Change in Signatories for Warrants Processed by the District upon Retirement of CM Brahmbhatt, Vice Chancellor, Administrative Services (Disbursing Officer)

It was moved by Dr, Prinsky and seconded by Mr. Moreno to approve the change in bank signatories for all commercial "B" warrants processed by the District. This information shall be disseminated to the Orange County Department of Education and Orange County Tax Collector/Treasurer, together with a sample of their signatures and facsimile signatures.

Fiscal Impact: None

Motion carried with the following vote:

Aye:

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

No:

None

Absent: None

4.09.02 Approval of Employment Agreement, Dean of Mathematics and Science at Orange Coast College

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the employment agreement with Robert Mendoza, Dean of Mathematics and Science at Orange Coast College, effective July 1, 2010, through June 30, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.09.03 Approval of Fiscal Year 2010-11 Budgets for Associated Students of Orange Coast College, Associated Students of Golden West College, and Coastline Community College Student Advisory Council

It was moved by Mr. Fuller and seconded by Dr. Prinsky to approve the Fiscal Year 2010-11 budgets for the Associated Students of Orange Coast College and Associated Students of Golden West College.

This approval request does not contain an item for Coastline Community College due to the fact that the Coastline Community College Student Advisory Council has no budget line items exceeding \$100,000 and its budget does not include line items for multi-year funding requests.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

4.10 Resolutions

None

4.11 Approval of Minutes

Regular Meeting of May 19, 2010 Special Meeting of May 20, 2010 Special Meeting of May 21, 2010

Special Meeting/Study Session of May 26, 2010

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Minutes of the Regular Meeting of May 19, 2010, Special Meeting of May 20, 2010, Special Meeting of May 21, 2010 and the Special Meeting/Study Session of May 26, 2010.

Motion carried with the following vote:

Ave:

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

No:

None

Absent:

None

5.00 Public Comment (Items not on the Agenda)

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

6.00 Adjournment

There being no further business, it was moved by Mr. Howald and seconded by Mr. Fuller that the meeting be adjourned.

Motion carried with the following vote:

Aye:

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

No:

None

Absent:

None

The meeting was adjourned at 8:23 p.m.

Secretary	of the	Board of	f Trustees

Appendix

Page

A. Public Emplo	yment Report	 	21-75

Due to the size of Appendix A, Public Employment Report, it was not included as part of the attachment of the July 21, 2010 Board Meeting Agenda. A hard copy is available in the Board Office for viewing.

Once approved, the full document will be available for viewing and download on the Coast Community College District website and a signed hard copy placed in the Board of Trustees' Minutes permanent file.

Special Meeting

Board of Trustees

Coast Community College District

District Board Room

June 23, 2010

5:00 p.m.

Minutes

A Special Meeting of the Board of Trustees of the Coast Community College District was held on June 23, 2010 in the Board Office at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 5:00 p.m.

2. Roll Call

Trustees Present:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle, and

Student Trustee Lee Fuller

Trustees Absent:

Dr. Prinsky

3. Opportunity for Public Comment

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

4. Pledge of Allegiance

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

Urgent Addition to the Agenda

It was moved by President Patterson and seconded by Mr. Moreno to add an urgent item to the Agenda, "Board of Trustees Resolution #10-11 and Order of Biennial Trustee Election and Specifications of the Election Order" given that staff was not aware of a filling deadline for this item before the Agenda was published.

Motion carried with the following vote:

Ave:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

Board of Trustees Resolution #10-11 and Order of Biennial Trustee Election and Specifications of the Election Order

On a motion by Trustee Hornbuckle and seconded by Trustee Howald, the Board adopted Resolution #10-11, "Order of Biennial Trustee Election and Specifications of the Election Order."

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

5. Public Hearing on Coast Community College District Tentative Budget for Fiscal Year 2010-2011

a. Opening of Public Hearing

Board President Patterson opened the public hearing at 5:18 p.m.

b. Staff Report on Tenative Budget

Dr. Ding-Jo Currie, Chancellor, and C.M. Brahmbhatt, Vice Chancellor of Administrative Services, provided a staff report to the Board of Trustees on the FY 2010-2011 budget. A copy of the staff report is included as Appendix A.

c. Public Testimony

Neal Kelsey, Executive Director of the Coast Federation of Classified Employees reviewed letters written by bargaining unit members to the Board of Trustees. Copies of the letters are available for review in the Board of Trustees' Office.

Margaret Rossi, Staff Member of the Orange Coast College Health Center, addressed the Board concerning the FY 2010-2011 and its impact on student health services.

d. Board of Trustees' Comments

Members of the Board of Trustees made comments on the FY 2010-2010 tentative budget. Board President Patterson directed staff to place the date, time and location of the public hearing for the FY 2010-2011 Final District Budget in copies of the Tentative Budget documents.

It was moved by Trusteee Moreno and seconded by Trustee Howald to close the Public Hearing, to approve the Fiscal Year 2010-2011 budget and to direct staff to place the date, time and location of the public hearing for the final 2010-2011 District budget within the documentation for the District's FY 2010-2011 tentative budget.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

6. Approve Standard Architect Agreement with LPA; Final Project Proposal for Orange Coast College Business, Math, Computer Center Building; 2010/2011

On a motion by Trustee Howald and seconded by Student Trustee Fuller, the Board approved the Standard Architect Agreement with LPA.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

7. Approval of Administrator Temporary Employment Agreement, Vice Chancellor of Administrative Services

On a motion by Trustee Moreno, and seconded by Student Trustee Fuller, the Board approved the Temporary Employment Agreement, Vice Chancellor of Administrative Services.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

8. Coast Community College District Board of Trustees Resolution #10-10, Adoption of Resolution Authorizing Payment to Trustee Absent from Board Meeting

On a motion by Trustee Moreno and seconded by Trustee Hornbuckle, the Board adopted Resolution #10-10, Authorizing Payment to Trustee Absent from Board Meeting.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

Dr. Prinsky

9. Adjournment

There being no further business, it was moved by Mr. Moreno and seconded by Ms. Hornbuckle that the meeting be adjourned.

Motion carried with the following vote:

Aye:

Mr. Patterson, Mr. Moreno, Mr. Howald, Ms. Hornbuckle

No:

None

Absent:

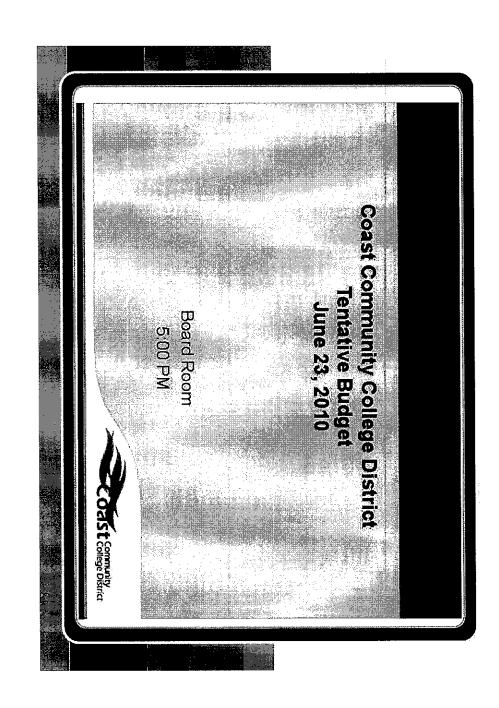
Dr. Prinsky

The meeting was adjourned at 6:36 p.m.

Secretary of the Board of Trustees	

Appendices

		Page
Α.	. Staff Report on FY 2010-2011 Tentative Budget	6



		5/7/2010		3/23/2010	
A) 2009-10 Budget Reduction (covered by one-time funds)	\$	5,822,688	s	5,822,688	
Negative State COLA (.38%)	\$	648,363	\$	648,363	
Board Election	\$	550,000	\$	550,000	
Estimated Mandatory Increase					
STRS	s		s	_	
PERS (1%)	\$	430,000	S	355,000	
UIC (.42%)	ş	515,000	S	465,000	
	\$	7,966,051	\$	7,841,051	
B) To Protect Categorical Contract Employees	\$	1,500,000	<u>\$</u>	1,500,000	
C) Negotiable Items					
Salary Increase					
CFE (10/11 increase .75%)	s	400,000	s	335,000	
CFCE/Classified (unfunded 09/10)	Š	450.000	S	340,000	
CCA	•	unknown	S	340,000	
CDMA/Other		unknown	S	-	
		GINGIOTHI	-	_	
Health Benefits	S	3,000,000	\$	2,656,000	
Step & Column ·	\$	1,200,000	\$	1,225,000	
	5	5,050,000	\$	4,558,000	
TOTAL SHORTFALL	<u>\$ 1</u>	14,516,051	<u>\$</u>	13,897,051	

	2	011-12		2012-13
A) 2010-11 Budget Reduction (covered by one-time funds)	s	1,000,000	\$	1,000,000
Board Election	\$	-	\$	550,000
Estimated Mandatory Increase STRS (1%, 2%) PERS (0.9%, 3%)	\$ \$	436,000 319,500 1,755,500	\$ \$	872,000 1,065,000 3,487,000
B) To Protect Categorical Contract Employees	\$	-	\$	
C) Negotiable Items Salary Increases	s		\$.	
Health Benefits Step & Column	\$ \$ \$	1,000,000 1,225,000 2,225,000	\$ <u>\$</u> \$	2,000,000 2,450,000 4,450,000
TOTAL SHORTFALL CUMULATIVE SHORTFALL	<u>s</u>	3,980,500 3,980,500	<u>s</u>	7,937,000 11,917,500
Assumptions				
 Faculty contract will expire June 30, 2011. CFE/Classified and CCA Contract will expire 	re .lune	30-2010.		

Budget Solutions as of 6/23/10

Eliminate ENDS Program and All Vacant Positions \$ 8,800,000 Increase from \$7.8 million

- · Backfill only 33 of 49 Instructional Faculty Positions
- · Do Not Backfill 2 Re-assigned Faculty
- Reduce PT Faculty Backfill Rate from \$45,000 to \$39,200

Reduce Summer 2010 Class Offerings 2,000,000

Reduce Non-Instructional Hourly Staff 1,000,000

Reduce Travel and Other Discretionary Expenses 500,000

Redirect KOCE Payment from Retiree Benefit Liability 500,000

One Time Funds from College Ancillary Programs 1,000,000

\$ 13,800,000



(

Future Challenges

- · Severe Human Resource Deficit
 - Permanent loss of \$8.8 million worth of staff positions
 - New funding required for future staff
 - Re-allocating human resources throughout the District
- Meeting the Full Time Faculty Obligation
 - State waiver will sunset
 - State adjustment will increase obligation
- New State Mandates (SB1143, etc.)
- Unknown PERS Rate Increases
- Unknown STRS Rate Increases
- · Unknown Health Benefits Cost Increases
 - Increase of \$1,500 per person for 2010-11 = \$3 million
- Future State Budgets
- Future New Legislation
- Prop 98 Changes
- Unfunded Technology Needs for the Future



1	League-Support	ted Action.	Major Community (conede treme		
ļ		Governor	Senate	Assembly	Conference	1
	Cost-of-living adjustment	-0.39%	no cut	no cut	no action	
	Growth	2.21%	2.21%	2.25%	no action	
	Part-time Faculty Compensation	-\$10,000,000	no cut	no cut	no cut**	11
Ī	EOPS	-\$10,000,000	no cut	no cut	no cut***	
	Career Technical Education	\$20,000,000	no increase***	no increase	no increase**	
	Basic Skills Initiative Language	no new language	redistribute 20% of money among districts based on basic skills success	по Івлдиаде	Compromise budget bill language to require study of performance-based funding model for basic skills program.	
	Student Financial Aid Administration	no new language	redistribute money based on Pell Grant (rather than BOG) awards	no language	no action	
	CalWORKs	make money flexible, conforming to CalWORKs elimination proposal	same as 2009-10	same as 2009-10	same as 2009-10**	
	Economic Development	same as 2009-10	same as 2009-10	+\$100,000,000*	no action	
<u>. </u>	,		5		Coast	: - Community - College Dis

	r	
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COAST COMMUNITY COLLEGE DISTRICT BOARD OF TRUSTEES' DIRECTIVES LOG

Prepared by the Secretary of the Board of Trustees

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P=Pending
1	5/19/10	Jim Moreno; 2 nd Walt Howald	Chancellor / Vice Chancellor of Administrative Services	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the Districts anticipated Information Technology needs are or are projected to be.	Pending	P
2	5/5/10	Walt Howald; 2 nd Lorraine Prinsky	Chancellor	Provide Student Success Data/Student learning Outcomes information relative to Accreditation at the August 2010 and then periodically thereafter for Board review and discussion.	August 18, 2010	P
3	12/9/09	Lorraine Prinsky; 2 nd Walt Howald	Chancellor	Provide the Board with frequent updates on the District's compliance with the 50% Law and that every other meeting provide the Board with an understanding of the impact of the ENDS Program on the 50% Law	August 18, 2010	P
4	11/18/09	Jerry Patterson; 2 nd Mary Hornbuckle	Interim Associate Vice Chancellor of Educational Services	Provide a summary with explanation when there is a change to Instructional Material Fees. Provide a copy of attachments and summary to the Board of Trustees' Office for Trustees and the public to review.	Ongoing	Ongoing
5	8/19/09	Mary Hornbuckle; 2 nd Lorraine Prinsky	Chancellor/District General Counsel	Review Agreement with Time Warner Cable for the purpose of utilizing a dedicated circuit connection between Golden West College data network and Time Warner Cable, and return to the Board in August 2011 for reconsideration.	August 2011	P
6	05/06/09	Walt Howald 2 nd Mary Hornbuckle	Chancellor	Provide progress report on Common Course Numbering: current status, steps needed to be taken to complete implementation and provision of a timeline. Invite Trustees to Friday meeting concerning Common Course Numbering.	July 21, 2010	P
7	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	P
8	7/16/08	Walt Howald; 2 nd Jim Moreno	Chancellor	The Vice Presidents at the three colleges, Academic Senate Presidents among other District-wide groups will discuss coordination of college curricula matters including CTE and occupational course and program duplication. Written status report on progress of President Obama's American Graduation Initiative.	Pending	P

5		Requested via Action	No. 10 10 10 10 10 10 10 10 10 10 10 10 10			Status
	Meeting	by the Board of	Responsible		Agenda due	I = In Progress
#	Date	Trustees	District Party	Directive	Date	P=Pending
9	8/6/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Develop Board Policy relating to Academic Senate Presidents, including reporting structure, defined organizational chart, definition of committee planning structure, and definition of Board of Trustee responsibilities in relation to the Academic Senate	Pending	P
10	9/17/08	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	July 21, 2010	P
11	9/17/08		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as	Pending	_
12	9/17/08	Board	Chancellor and Vice Chancellor of Human Resources	necessary are assumed. Prepare a succession plan for faculty, staff and administration, based on careful identification of estimated dates of retirement and field of work – and tied into District educational needs and program review. Included are training programs to develop future leaders from among those in the District's employ.	September 1, 2010	P
13	9/17/08	Board	Chancellor	Refine and advance the relationship among the three colleges and District Office, including creation of District-wide governance bodies and assumption of a more directive and active role for the Chancellor's Office. The result will be active coordination of the District's various components. While the District will work through its three colleges, the Chancellor's Office will play a more significant role in directing the colleges to collaborate, respond to local need, and allocate funding accordingly.	Pending	P

Coast Community College District

CHANGE ORDER No. 03B (SP)

TITLE:	03: Interpipe Contracting		DATE:	7/13/2010
PROJECT:	OCC Consumr Hlth & La	b Science Bldng	CCCD PROJ NO:	12020-964
то:	Attn: Ron Smith Interpipe Contracting 10870 Hatley Rd. Santee, CA 92071 Phone: 619-596-7733 Fa	ax: 619-596-9766	CONTRACT NO: DSA NO: ARCH PROJ NO: GC PROJ NO:	
CHANGES T	O CONTRACT			
O0001 Interp Type Number COR 00001	pe (SU Contractor-Site Prep) - S COLLECTED CHANGE Title Site Utility Revisions		o. 3	\$15,507.00
			Unit Cost:	\$15,507.00
			Unit Tax: Total:	\$0.00 \$15,507.00
Net Change In The Contract The Contract The New Contract The Contract	Contract Sum was by Previously Authorized t Sum Prior to This Chan t Sum Will be Increased atract Sum Including Thi t Time Will Not Be Chan Substantial Completion a	ge Order wass Change Order	***	\$364,843.00
this Change Compliance v	Order. Contractor agrees to vith applicable sections of t	ions stated above as full and final settles perform the above-described work in a che Contract Documents. This Change oneral Conditions of the Contract Documents	sccordance with the a Order is hereby agree	bove terms and in
Interpipe Co	ntracting	Coast Community College District	LPA	
Ву:		Ву:	By:	
Date:	Ron Smith	Pres. Governing Board Date:		oung Min
Construction	Manager	Division of State Architect		
Ву:		Ву:	_	
Date:		Date:	_	

		:	

Coast Community College District

CHANGE ORDER No. 03E

TITLE:	03: ACSS, Inc.		DATE:	7/13/2010
PROJECT:	OCC Consumr Hlth & Lai	b Science Bldng	CCCD PROJ NO:	12020-964
TO:	Attn: Craig Charnesky ACSS (Steel) 353 Risco Circle Beaumont, CA 92223 Phone: 951-769-5700 · Fa	ax: 951-769-5701	CONTRACT NO: DSA NO: ARCH PROJ NO: GC PROJ NO:	PO316476
CHANGES T	O CÔNTRACT		Fact Control	
O0001 ACSS Type Number COR 00001	(Steel Contractor) Steel Modific COLLECTED CHANGE S Title CCD #1,2,5,11&20-Steel Modific	Cost		\$164,019.00
			Unit Cost:	\$164,019.00
			Unit Tax:	\$0.00
		_	Total:	\$164,019.00
Net Change In The Contract The Contract The New Contract The Contract	Contract Sum was by Previously Authorized t Sum Prior to This Chan t Sum Will be Increased ntract Sum Including Thi t Time Will Not Be Chan Substantial Completion a	ge Order was s Change Order		\$3,524,397.00
this Change (compliance v	Order. Contractor agrees to vith applicable sections of t	ions stated above as full and final settle o perform the above-described work in a the Contract Documents. This Change neral Conditions of the Contract Docum	accordance with the a Order is hereby agree	bove terms and in
ACSS (Steel)	Coast Community College District	LPA	
Ву:		Ву:	Ву:	
	Craig Charnesky	Pres. Governing Board Date:	Y	oung Min
Construction	Manager	Division of State Architect		
Ву:		Ву:	_	
Date:		Date:	_	



Presentation to the Board of Trustees of Coast Community College District



An independent member of the PDO Caldwin Alliance



Members AICPA Division of Firms Center for Public Company Audit Firms + Registered with the Public Company Accounting Oversight Board Associate member Government Finance Officers Association + Member of Association of Local Government Auditors 801 S. Grand Avenue, Suite 400, Los Angeles, CA 90017-4646
Tel: (213) 829-9034 + Fax: (213) 489-2995 Web: <u>www.vasquezcos.com</u>
Contact: Mr. Gilbert Vasquez, CPA + Dated: July 9, 2010

Coast Community College District and Vasquez & Company



Coast Community College District

- More than 40,000 students on 3 campuses
- Goals of providing highest quality education
- Increasing enrollment with declining funding sources
- Support community services and support for community economic growth and development

Vasquez & Company, LLP

- Audits of community college districts with 20,000 to 140,000 students
- Perfect record of quality professional services
- Reasonable fees with minimal demand on CCCD staff
- Proud record of community support and involvement









About Vasquez & Company LLP

- · Established in 1967
- · Over forty years experience providing audit, tax and consulting services
- Quality Control Department with a dedicated Partner and Supervisor resulting in an untarnished record of professional service
- Experience in financial and compliance audits built on our performance of over 7,500 audits
- Employs exclusively Senior Auditors with a minimum of seven years audit experience
- · Member of Government Finance Officers Association
- · Associate Member of the California Association of School Business Officials
- · Member of the AICPA Division of Firms, Center for Pubic Company Audit Firms
- · Independent member of the BDO Seidman Alliance
- · Core business sectors: Government and Nonprofit

"Large enough to serve, Small enough to care"

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About Vasquez & Company LLP

For Vasquez & Company LLP there is only one measure of success: "Client Satisfaction." This is one of our primary objectives, and drives our firm-wide customer service philosophy and focus:

- Reliability: Vasquez & Company LLP has a long history of service, dependability and reliable expertise in serving governmental entities.
- Knowledge: We have become trusted advisors to clients relying on our knowledge of their industry and our specialized experience in government auditing.
- Responsiveness: Vasquez & Company LLP professionals, trained to listen to our clients, have a well-earned reputation for devising innovative and creative solutions to today's complex business challenges in the government sectors.

"Excellence in everything we do"



Record of Quality Control

Vasquez & Company has maintained an untarnished record of quality professional service throughout its over 40 years of practice and can state with pride that the Firm:

- · Has never been sued
- Has never had complaints filed against it with the California Board of Accountancy for substandard work or for any reason
- · Has never settled any potential lawsuits
- · Has never been asked to resign from any engagement
- Has never received a negative desk or field review from any of our clients' cognizant agencies regarding any of our audits

"Integrity in everything we do"

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California Board of Accountancy / California Society of CPAs

Vasquez & Company LLP brings an unmatched level of professional expertise to each engagement from members of the oversight committees that govern certified public accountants:

- Gilbert R. Vasquez, CPA Past President, California Board of Accountancy
- Margaret McBride, CPA Past State Board of Directors and Chairperson of the Audit Committee of the California Society of Certified Public Accountants and Past-President of its Orange County/Long Beach Chapter
- Federico Quinto, Jr., CPA Past Member, California Board of Accountancy Report Quality Monitoring Committee

"Integrity in everything we do"

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Our Team





Gilbert R. Vasquez, CPA Managing Partner 40



Lee Waddle, CPA Quality Control Partner



Margaret McBride, CPA Engagement Principal

Years of Experience Background

- Past President of the California Board of Accountancy
- Board of Directors, California State University Los Angeles Foundation
- Former member of the 1984 Olympic Executive Committee
- Former Senior Manager in-charge of Quality Control for Ernst & Young Orange County
- Former KPMG audit partner or second partner specializing in higher education, K-12 and local government
- Former KPMG Partner-in-charge of governmental advisory services for the tem region

Representation of Experience

- . Los Angeles Community College District
- Rio Hondo Community College District
 Rio Hondo College Foundation
 El Camino College Foundation
- Rancho Santiago Community College District
- University of West Los Angeles Bassett Unified School District Compton Unified School District
- Albambra Unified School District
- Centinela Union Valley High School District
- Bert Corona Charter Middle School Crenshaw Arts/Tech Charter High
- School
- Academia Avance Charter School
- Oscar Romero Charter School
 New Horizon Elementary School
- Los Angeles Community College District
 Rio Hondo Community College District
 Rio Hondo College Foundation
- El Camino College Foundation

 Rancho Santiago Community College
 District
- University of West Los Angeles
- University of West Los Angeles
 Bassett Unified School District
 Compton Unified School District
 Alhambra Unified School District
 Centineta Union Valley High School
 District
- Bert Corona Charter Middle School . Crenshaw Arts/Tech Charter High
- Academia Avance Charter School Oscar Romero Charter School New Horizon Elementary School

- . Los Angeles Community College District
- . Rio Hondo Community College District
- Grossmont-Cuyamaca Community College District
- North Orange County Community College District
- · South Orange County Community College District San Diego State University
- California State University Student Financial Aid Audit
- · San Diego State University
- University of San Diego
- University of California Riverside Foundation
 University of California San Diego Foundation
- National University
- San Diego City Schools
 Garden Grove Unified School District
- Orange Unified School District

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Our Team







Cristy Canieda, CPA 16



Stephen Kibul, CPA Engagement Supervisor 11



Oscar Chacon, CISA I.T. Principal

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Years of Experience Background

Managing audits of educational institutions, cities, redevelopment agancies, water districts; preparation of comprensive annual financial reports, State Controller's reports, complaince reviews and single audits in accordance with OMB Circular A-133, and audits in accordance with the California Community Colleges Propercielos's Office Contracted District California Community Colleges Chancellor's Office Contracted District Audit Manual.

Supervising financial statement audits of governmental entities, nonprofit organizations, private companies, and publicly traded companies. She designs custom audit programs, budgeting and reviews of Internal control systems and single audits in accordance with OMB Circular A-133

Former KPMG Manager with the Information Risk Management Practice; a key member in the formation of that group; authored various audit methodologies.

Former head of Information Security for City National Bank; commended by the Office of the Compiroller of the Currency for the work performed at City National Bank.

- Los Angeles Community College District
- . Rio Hondo Community College District
- Rio Hondo College Foundation

. Compton Unified School District

- . El Camino College Foundation University of West Los Angeles School of
 Compton Unified School District
- · Bassett Unified School District

- - · Los Angeles Unified School District
 - New Horizon Elementary School
- Los Angeles Community College District Los Angeles Community College District · Alameda Corridor Transportation Authority . Ale Handa Community College District
- Los Angeles County Museum of Art . Rio Hondo College Foundation · City of Norwalk
 - City of Pico Rivera
 - City of Huntington Park
 - City of Lynwood

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What Sets Us Apart?

A feature that distinguishes our Firm from other local or regional firms is our membership in the BDO Seidman Alliance. As an independent member of the BDO Seidman Alliance we have access to the BDO Government Industry Group. The professionals within the Governmental Industry Group provide services for general government, school districts, and higher education institutions. The following services can be made available to our clients utilizing the resources of BDO Seidman, LLP or any of the independent Alliance member firms in the Group:

- Internal control assessments (e.g., OMB No. A-123, SOX lite)
- · Information assurance (security reviews, FISMA)
- · Benchmarking and analytical review
- · Budget formulations, execution and cash flow analysis
- · Performance auditing
- · Management Information Systems consulting
- · Business process review

"Quality in everything we do"

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Government and Special District Audits



We have performed annual financial, compliance and single audits of community colleges, municipalities and special districts for the past fifteen (15) years. We have worked extensively with governmental entities and have the expertise to conduct quality audits in this area. Following is a partial list of the over fifty (50) local governmental clients that we currently serve or recently served:

- · Los Angeles Community College District
- · Rio Hondo Community College District
- Rancho Santiago Community College District
- · Rio Hondo College Foundation
- El Camino College Foundation
- University of West Los Angeles School of Law
- . Bassett Unified School District
- · Compton Unified School District
- · Alhambra Unified School District
- · Centinela Union Valley High School District

- City of Baldwin Park
- · City of Carson
- · City of Cudahy
- · City of Gardena
- · City of Huntington Park
- City of Lynwood
- · City of Norwalk
- City of Pico Rivera
- · City of San Fernando
- · City of Southgate

"Excellence in everything we do"



OMB Circular A-133 and State Compliance Methodology

Vasquez & Company LLP has performed over 250 single audits during the past five years of governmental entities and nonprofit organizations, and we perform State compliance audits for several community college districts, including Los Angeles Community College District, one of the largest such districts in the country. Our experience allows us to effectively and efficiently (with minimal disruption of District personnel):

- · Properly assess risk,
- · Determine effectiveness of internal controls,
- Determine compliance with OMB Circular A-133 and California Community
 College District statutory requirements as relevant
- Report on significant deficiencies and/or material weaknesses as appropriate.

"Integrity in everything we do"

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Our Commitment to Coast Community College District

- · Most valued client status
- Timely service through early planning, communication and coordination of the audit engagement.
- An experienced engagement team that knows the Coast Community College District audit requirements.
- Meaningful management letter recommendations that provide practical solutions with no surprises.
- Minimum disruption to ongoing day-to-day operations and limited demand on District staff time.
- Performance of all services while maintaining honesty, integrity, and diligence in applying professional standards.

"We Work with Our Clients, not Just For Them"



Our Audit Objectives and Methodology

Our engagement objectives will be focused on delivering our services at three levels:

For the District	Independent opinions and reports that provide assurance on the financial information released by the District.
For the Audit Committee/School Board	Assistance in discharging their corporate governance compliance responsibilities.
For Management	Observations and advice on financial reporting, accounting and internal control issues from our professionals.

Our methodology will emphasize:

Discuss and agree on financial statement format

Evaluate the progress of the audit and make any

approach and procedures (if necessary)

changes to audit

- · Early planning, communication and coordination of our efforts with District personnel
- Focus our audit efforts on areas where controls are weak or need improvement and help the District devise procedures to strengthen controls
- Ensure all compliance requirements are tested and reported as required by the California Community College Chancellor's Audit Manual - including timely completion and reporting of audit results

"Quality in everything we do"

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Our Audit Methodology Phase I Phase II Phase III Phase IV Audit Planning Familiarize ourselves with the operating Control Substantive Completion environment Evaluation and Testing Perform risk assessment procedures Perform preliminary analytical review Plan and perform substantive audit Perform completion procedures Assess internal control environment procedures Identify major programs Perform SAS 99 Draft audit report. Evaluate the financial statements and disclosures Perform substantive compliance audit tests over federal and state for Single Audit testing (fraud evaluation procedures) Identify relevant State compliance requirements Identify internal control strengths and weaknesses Draft management letter programs Evaluate design and implementation of selected controls Draft auditors' reports on federal and state compliance Develop audit plan Conduct final analytical

review

sufficiency Conclude on critical

Consider audit evidence

accounting matters

Discuss issues with

management as they

Test controls over financial reporting and administration of federal funds

Understand accounting and reporting activities

Draft internal control management letter comments

Conduct exit conference,

internal control and compliance findings and management letter

Issue auditors' reports and management letter.

including discussion of proposed audit adjustments,



Experience in Auditing Community College Districts

LOS ANGELES COMMUNITY COLLEGE DISTRICT

2006 to 2007, Vasquez & Company LLP, as a subcontractor to KPMG, performed the Annual Financial, State Compliance and Single Audits of the Los Angeles Community College District (LACCD).

In 2009, Vasquez & Company LLP was awarded the Single Audit and State Compliance of the LACCD and continues to perform these services.

LACCD is the largest community college district in the United States and one of the largest college districts in the world.

Number of colleges:

9

Area coverage (sq miles):

882

Total student population:

141,215

"Large enough to serve, Small enough to care"

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Experience in Auditing Community College Districts

RIO HONDO COMMUNITY COLLEGE DISTRICT

1996 to present, Vasquez & Company LLP performs the annual financial, state compliance and single audit for the Rio Hondo Community College District.

The Rio Hondo Community College District serves the residents of Whittier, El Monte, South El Monte, Pico River and Santa Fe Springs. The district also serves residents of unincorporated Los Angeles County and several other cities outside the district boundaries.

Number of colleges:

1

Area coverage (sq. miles):

66

Total student population:

20,000

"Excellence in everything we do"



Experience in Auditing Community College Districts

RANCHO SANTIAGO COMMUNITY COLLEGE DISTRICT

1998 to 2001, Vasquez & Company LLP has performed the annual financial, state compliance and single audit for the Rancho Santiago Community College District (RSCCD).

The RSCCD is home to one of the state's oldest community colleges, Santa Ana College and also one of its newest, Santiago Canyon College. The district serves the communities of Anaheim Hills, Garden Grove, Irvine, Orange, Santa Ana, Tustin and Villa Park. In addition to the two colleges the district maintains the Centennial and Orange Continuing Education Centers, the Criminal Justice Training Facility, the Digital Media Center, the Orange County Regional Fire Training Center, the Orange County Sheriff's Regional Training Academy and the district operations center.

Number of colleges:

2

Area coverage (sq. miles):

193

Total student population:

50,223

"Quality in everything we do"

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Reporting to State Agencies



- All of our community college districts and school districts require that their financial and compliance audits be conducted pursuant to a State-issued audit manual. Reporting is also subject to the regulatory requirements of the issuing State agencies (California Community Colleges Chancellor's Office Contracted District Audit Manual and Department of Education K-12 Audit Guide).
- Vasquez & Company LLP as a subcontractor to KPMG performed the annual financial audits and single audits of the County of Los Angeles, Los Angeles World Airport and the Port of Los Angeles for many years.
- In 2006, Vasquez & Company LLP was engaged to perform the Single Audit of the County of Los Angeles and was commended for excellent communication, cost effectiveness and timely completion of the audit of the 17 major programs comprising their Single Audit.
- Vasquez & Company LLP has an untarnished record of compliance with all Federal and State audit and reporting requirements.

*Integrity in everything we do



Experience with Governing Boards/Audit Committees/Elected Officials

Vasquez & Company LLP has extensive background working with governing boards, audit committees and elected officials as it relates to our work with local governments, public agencies and nonprofit organizations.

Mr. Vasquez, Managing Partner of Vasquez & Company LLP, is a former director on the Board of the Cal State LA Foundation and has held over 20 nonprofit board appointments throughout his career. He also currently holds board positions including audit committee chair with several for-profit companies.

Ms. McBride, Government Principal, was former Treasurer of the Coast Community College District Foundation. She also served as Past-President of the Orange County/Long Beach Chapter of the California Society of CPAs as well as Board Member and Past-President of the Audit Committee of the California Society of CPAs.

Our professionals have substantial experience presenting to governing boards and/or the appropriate audit committee, during which we discuss our audit approach, scope and results. We pride ourselves on our ability to convey complex information in an informative fashion, free of bias, such that those charged with governance can evaluate the significance of the information and determine action plans as may be appropriate.

"Excellence in everything we do"

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Our Expectations of Coast Community College District

- Familiarize our staff with the flow of information through the departments, the accounting systems and the system of internal controls at CCCD.
- Provide requested audit information, District schedules and source documentation in a timely manner.
- · Prepare and sign all audit confirmations requests of third parties.
- Take responsibility for all accounting decisions.
- Provide normal and reasonable access to accounting personnel.
- Provide fund financial statements and assist in preparation of report disclosures (footnotes).
- · Review and accept responsibility for the District's Financial Statements.
- Record adjusting journal entries prior to preparation of fund financial statements.
- Complete Vasquez & Company LLP Client Satisfaction Survey Questionnaire.

"We Work with Our Clients, not Just For Them"



Proximity of Work Location to the District Campuses

Vasquez & Company LLP is located at 801 S. Grand Avenue, Suite 400, Los Angeles, CA in downtown Los Angeles which is approximately 42 miles from Coast Community College District which equates to approximately 48 minutes during normal traffic hours.

However, several of the engagement team members proposed to serve the Coast Community College District reside in Orange County, they are:

Team Member	City ,
Lee Waddle, Quality Control Partner	Villa Park
Stephen Kibui, Supervisor	Anaheim
Philip Padua, Senior Auditor	Irvine

"Large enough to serve, Small enough to care"

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Why Are Your Services the Best Value for our Students?

With our extensive background in performing State Compliance and Single Audits in accordance with OMB A-133 and the California Community Colleges Chancellor's Office Contracted District Audit Manual; Coast Community College District can be assured that we will spend significant time in testing all available student financial aid and education-related grants to determine if they are properly administered and expended for the benefit of the students.

Our experience with the audits of California community college districts allows us to conduct the audit efficiently and expeditiously. We also utilize <u>only</u> senior personnel to perform our audits. Accordingly, we do not expend time learning about community colleges, governmental accounting and reporting principles or simply developing auditing skills.

Furthermore, our commitment to staff continuity and our high staff retention rate guarantees a knowledgeable service team year after year. As a result, we require fewer hours and are able to pass these economies on to the District, reducing administrative costs while ensuring a quality audit.

"We Work with Our Clients, not Just For Them"



WHAT OUR CLIENTS SAY ABOUT US

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I want to thank you and all of the staff at Vasquez & Company LLP for your very diligent and professional efforts in producing the audited financial statements for UWLA. I look forward to a mutually beneficial relationship between UWLA and your firm. Thank you for your cooperation and supportive manner in which you have conducted our audit and assisted our university in handling its financial affairs.

Robert W. Brown, Esq. President University of West Los Angeles School of Law 9920 S. La Cienega Blvd., Suite 404 Inglewood, CA 90301 Tel: 310-342-5293



"Thank you all at Vasquez. We really appreciate the timeliness in which you completed the single and compliance audit for LACCD." $\,$

Jeanette Gordon Controller Los Angeles Community College District 770 Wilshire Blvd, 6th Floor Los Angeles, CA 90017 (213) 891-2090

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"I want to thank you for the excellent audit program carried out by Cristy, Lorena and the rest of your experienced audit staff. I felt we received a quality audit and the expertise provided by your staff was helpful with recording our new \$30 million bond sale and with other transactions we needed help with. The City's decision to go with Vasquez & Company was smart; audits completed on schedule as promised."

John Herrera, CPA Finance Director/City Treasurer City of Pico Rivera 6615 Passons Blvd. Pico Rivera, CA 90660 Tel: 562-801-4391



"We are pleasantly surprised that Vasquez & Company LLP, a small CPA firm as compared to the "Big Four" is capable to provide exceptional services. Again, we are pleased with the quality of services they provide."

David Chang Accounting Manager Community Development Commission of the County of Los Angeles 2 Coral Circle Monterey Park, CA 91755 Tel: 323-890-7059

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"Each Vasquez staff member was a pleasure to work with. All were professional, knowledgeable and organized. I have many years experience working with outside auditors. I very often had to train them on defined benefit and defined contribution concepts. But, it was apparent from the start that the Vasquez auditors know what they are doing. I was especially appreciative of their awareness and respect for my time. We were also very impressed with Vasquez's willingness and ability to accommodate such an aggressive audit schedule. This year our uppermanagement wanted the audit completed early. Vasquez was able to put the project plan in motion with very little lead time."

Diane Whisnant Human Resources Manager/Benefit Plans J. Paul Getty Trust 1200 Getty Center Drive, Suite 400 Los Angeles, CA 90049-1681 Tel: 310-440-7300



Why Vasquez & Company LLP?

- Extensive experience in providing service to public sector and nonprofit clients (120)
- Formal Quality Control Review Process has resulted in an untarnished record of performing audits. We have never been sanctioned by any regulatory authority
- The Firm has over thirty auditors with a minimum of seven years experience performing public sector and nonprofit audits
- · All Public Sector Services Group auditors are Certified Public Accountants
- Independent member of the BDO Alliance / Access to the BDO Seidman Government Industry Group
- · Reputation for Timely, Efficient and Cost Effective Audits
- Provide Continuing Education Courses related to Governmental Accounting, Free of charge

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Awards and Accolades 2009-2010

COASTLINE COMMUNITY COLLEGE

NOTABLE EVENTS

FACULTY AND STAFF ATTENDED THE SUMMER INSTITUTE in July 2009, which was hosted by Coastline and designed to help them implement new technology in their classes.

"GEORGE JAMES RETROSPECTIVE" was held at the COASTLINE ART GALLERY in July 2009 and included a showing of his work, a special reception, and a "paint with George James" opportunity.

A VETERAN'S TO VETERAN'S WELCOME HOME FORUM was held on Friday, July 31, 2009 at the Garden Grove Center. More than 50 individuals were in attendance including a panel of Veterans there to share their stories and concerns on transitioning from military to civilian life.

COASTLINE LAUNCHED A NEW SLOGAN AND LOOK in summer 2009. The new slogan is "Tomorrow's College Today." which has been registered with the U.S. Patent and Trademark Office. The new look includes an updated logo, colors, and mascot which reflect this slogan.

THE INSTRUCTIONAL SYSTEMS DEVELOPMENT (ISD) DEPT. WON ITS 17th EMMY for their course "Cultural Anthropology" at the L.A. Area Emmy Awards held on Saturday, August 29, 2009.

COASTLINE OFFICIALLY LAUNCHED AN ALUMNI ASSOCIATION in the summer of 2009. The Foundation manages the effort and established a website, www.coastline.edu/alumni, where alumni could enter their information to stay connected to the college.

THE ANNUAL FALL ALL-COLLEGE MEETING was attended by nearly all faculty and many staff members on September 11, 2009 at the Westminster Rose Center and adjacent Coastline Le-Jao Center. At this event, the college officially launched its new branding- including a new logo and mascot design.

THE ENDOW THE FUTURE CAMPAIGN reached more than \$1.5 million in donations to the endowment and this accomplishment was celebrated by a ceremony at the Le-Jao Center on September 18, 2009. Chalk Artist, Cecelia Linayao, was present to capture the celebration in a temporary art piece. The ceremony resulted in a great amount of media coverage for the college, the donors, and the artist.

THE EOPS 40th ANNIVERSARY (July 1969-July 2009) was recognized at the September 18, 2009 Board of Trustees meeting. The presentation by Coastline, GWC, and OCC campus program directors provided information on the history of the program, and a comprehensive brochure on the colleges' programs. Each program was given a framed Resolution signed by the Board recognizing the program efforts.

A UNIVERSITY TRANSFER EVENT was hosted by Coastline in September 2009 at the Garden Grove Center. Several representatives from colleges and universities attended to speak with Coastline students who were interested in transferring to complete their degree.

COASTLINE'S DDL DEPARTMENT HOSTED A POT LUCK AND OPEN HOUSE on October 15, 2009 at Coastline's Costa Mesa Campus.

"COOKING FOR SCHOLARS" was hosted by the Coastline Foundation on October 24, 2009 at Zov's Bistro in Tustin. Award-winning Orange County Register Food Columnist, Cathy Thomas and the much-respected chef-restaurateur, Zov Karamardian (of Zov's Bistro in Tustin and Zov's Cafes in Newport Beach and Irvine), shared culinary tips from their travels with attendees, and the \$95 fee went to the Coastline Foundation. The event raised more than \$4060.

CONGRESSWOMAN LORETTA SANCHEZ AND COASTLINE COLLEGE teamed up to host the VIETNAMESE DIABETES SEMINAR AND HEALTH FAIR on November 7, 2009 at the Garden Grove Center. Participants learned about diabetes prevention and management and health screening were given.

"STRIKES FOR SCHOLARS," a bowling tournament, was held by the Coastline Foundation at Fountain Bowl on November 21, 2009. Several teams participated and the \$30/person fee went to the Coastline Foundation. More than \$6500 was raised.

AN ANNUAL TOY DRIVE to benefit EOPS students and their children brought in more than 100 toy donations. These toys were distributed by EOPS at the annual holiday party held in December 2009.

AN EOPS HOLIDAY PARTY was held on December 4 for 85 children and their EOPS parents at the College Center. Over 100 gifts and toys were collected by the program from college staff during the two months before the event, and the Student Advisory Council donated over \$3,000 for market gift cards for attending parents.

EOPS HELD WORKSHOPS IN FALL 2009 for EOPS students on the following topics: (1) credit ratings for college students, (2) healthy relationships, (3) weatherization opportunities, (4) applying to the CSU.

THE HOLIDAY ART SALE at the ART GALLERY took place in December 2009. The annual Art Gallery Holiday Art Sale brought in more than \$5046 which was shared between the artists and Coastline's Art Gallery. Overall, the sale boasted 201 shoppers over the three days.

THE FOURTH ANNUAL KALEIDOSCOPE LEADERSHIP INSTITUTE, held in December 2009, was attended by nearly 50 women of color in higher education. Kaleidoscope is a leadership institute designed to celebrate and enhance the achievements of women of color in higher education.

THE FIRST COLLEGE FAIR AND SNOW DAY was attended by nearly 500 members of the community (despite heavy rain that day). The event was held at Coastline's Garden Grove Center on December 12, 2009 and showcased college programs and services while providing a fun atmosphere for attendees.

A FOUNDATION HOLIDAY RECEPTION was held in December 2009 at the CCCD Headquarters in Costa Mesa. This event honored donors who have contributed \$250 or more to the Foundation.

A FIRST-TIME HOMEBUYER'S SEMINAR was held on January 9, 2010 at the Le-Jao Center. The workshop was free and open to the public. It was hosted by Coastline and the Neighborhood Housing Services of Orange County, AmeriChoice Insurance, Bank of America, Chase, Legal Aid Society of Orange County, and the Public Law Center.

AN EDUCATIONAL SEMINAR FOR TRAUMATIC BRAIN INJURY was held on January 29, 2010 at the Garden Grove Center. This workshop was designed specifically for professionals, survivors, and caregivers who are interested in learning about the needs of Traumatic Brain Injured (TBI) "wounded-warriors."

THE SPRING ALL-COLLEGE MEETING took place on February 5, 2010 at the Le-Jao Center. This meeting was attended by nearly all faculty members and several staff.

"JAY SAGEN PAINTING" was on display at the Coastline's Art Gallery from February 18 to March 13, 2010. The art show included a reception and a collaborative painting opportunity with artist Jay Sagen. Jay Sagen is also the Curator of the Coastline Art Gallery.

FREE TAX PREPARATION SERVICES were offered in spring 2010 by the Orange County One-Stop Center (Irvine) in partnership with the IRS, the City of Irvine and the Legal Aid Society, through the Earned Income Tax Outreach (EITC) Program.

NEWPORT BEACH P.D., BOMB SQUAD, AND SWAT TRAINED AT COASTLINE'S NEWPORT SITE on March 17, 2010. The training was held in vacant buildings that reside on a site where Coastline plans to build a campus. That campus will open in fall 2012.

THE PARALEGAL PROGRAM HOSTED THE O.C. MEDIATION CONFERENCE on March 19, 2010 from 8:00 am to 5:00 pm at Coastline's Garden Grove Center. The conference provided workshops aimed at increasing awareness of mediation process and encouraging greater incorporation of mediation and peacemaking skills into the Orange County community. THE ANNUAL EOPS ADVISORY COMMITTEE met on March 22, 2010 at the College Center, with 31 committee members, staff, and student representatives in attendance.

"COMMON THREAD" ran at the Coastline Art Gallery from March 25-April 24, 2010. The show was based on fiber art.

THE FOURTH ANNUAL LATINO YOUTH LEADERSHIP CONFERENCE was held at the Garden Grove Center on March 26, 2010. The event was attended by 220 students from area high schools.

THE WALK FOR BRAIN INJURY AWARENESS was hosted by Coastline's ABI Program on March 27, 2010 at Huntington Central Park. The event was attended by more than 300 people and raised more than \$23,725 for Coastline's ABI Program.

A CONGRESS TO CAMPUS EVENT was held on April 13, 2010 at Coastline's College Center. Former members of Congress Orval Hansen and Michael Forbes visited the Coastline campus to meet with faculty, staff, and students as part of a Congress to Campus event which also included appearances at OCC and GWC.

EARLY COLLEGE HIGH SCHOOL HOSTED A UNIVERSITY TRANSFER EVENT on April 16, 2010. ECHS Students were able to meet with representatives from numerous four-year colleges and universities.

SCHOLARHIP NIGHT was held on April 22, 2010 at the Costa Mesa Community Center. The Coastline Foundation granted 149 scholarships to 139 students, totaling \$51,795. 59 students honored were participants of Coastline's EOPS program.

COASTLINE HOSTED THE BESAC 2010 CONFERENCE from April 29 to May 1 at the Westin South Coast Plaza. More than 120 representatives from California Community College's CTE programs attended for the Business Education Statewide Advisory Committee (BESAC) annual event.

EOPS HELD WORKSHOPS IN SPRING 2010 for EOPS students on the following topics: (1) filling out the financial aid application, (2) seeking legal advice, (3) learning styles.

EOPS NEW STUDENT ORIENTATIONS were held both fall and spring for all new students accepted into the program. A total of 82 students participated.

THE ANNUAL VISIONARY OF THE YEAR AWARDS took place on Sunday, May 2, 2010 at the Orange County Performing Arts Center's Renee and Henry Segerstrom Concert Hall. The event raised \$178,562 for the Coastline Foundation and saluted local Visionaries: Dr. Ding-Jo H. Currie (Chancellor of the Coast Community College District), Daniel Callahan (Callahan & Blaine), Jo Ellen Chatham (S.C. Edison), and Adnan Khan (Council of Pakistan American Affairs).

THE STUDENT ART EXHIBITION ran at the Coastline Art Gallery from May 6-22, 2010. The show featured art by Coastline Community College's Visual Art students.

THE NINTH ANNUAL EOPS AWARDS BREAKFAST was held at Mile Square Golf Course Banquet Center on Friday, May 7, 2010. Amber Madrid and Dwayne Gilmore were the honored student speakers and recognized as Students of the Year by EOPS for their struggles in achieving success. Both students graduated in May and will be transferring to universities.

COASTLINE WAS A MAJOR PARTICIPANT AND SPONSOR of the FIELD OF HONOR which opened in Newport Beach on May 14, 2010. The college's Military Program sponsored numerous flags to honor those who have served or are serving in the U.S. Armed Forces.

COASTLINE HELD GRADUATION ON MAY 15, 2010 and celebrated the accomplishments of 2127 graduates who earned a degree or certificate. In that group, 1553 graduates were member of the U.S. Military taking classes via Coastline's Military Program. Twenty-three of those graduates were EOPS students.

AN ABI ICE CREAM SOCIAL AND AWARDS CEREMONY was held on May 26, 2010 at the Costa Mesa Center. The ceremony honored 21 student graduates of the ABI program.

THE ESL PROGRAM AWARDS CEREMONY AND RECEPTION was held on May 27, 2010 to honor students who have completed the ESL Program at Coastline. The event was held at the Le-Jao Center.

A STUDENT DANCE PERFORMANCE was held on May 30, 2010 at the Robert B. Moore Theatre. Coastline dance students choreographed directed and costumed several of the dances routines.

GRANTS

STATE CHANCELLOR'S OFFICE—Coastline received funding for a one year \$300,000 Business Education / Industry Collaborative (BIC) Grant. The grant funds a series of statewide staff development workshops and curriculum development projects, plus a major dissemination workshop. This grant is renewable for a maximum of three years upon submission of a new annual plan for the next year.

STATE CHANCELLOR'S OFFICE—Coastline received a one year \$38,000 contract to facilitate the activities of the Business Education Statewide Advisory Committee (BESAC).

WORKFORCE INVESTMENT BOARD—Coastline received an 18-month cost reimbursable contract for \$207,360 from the Workforce Investment Board (WIB) to deliver short-term, intensive training using Coastline curriculum and with programs targeted at three occupations: 1) Process Technician, 2) Clerical Accounting/Bookkeeper, and 3) Customer Service/Sales, plus all related occupations requiring those same skill sets.

CALIFORNIA DEPARTMENT OF EDUCATION—Coastline received \$95,828 in funding, plus \$26,054 is augmentation funds for one year for the ESL 231 and EL Civics grants. Funding comes from the Workforce Investment Act, Title II: Adult Education and Family Literacy Act, English Literacy and Civics Education Programs.

AT&T FOUNDATION—The Coastline Foundation received funding for \$10,000 to purchase MacBooks for the computer lending library of the Early College High School.

Total Funding Received in the 2009/2010 FY: \$677,242

PENDING GRANT—U.S. Department of Homeland Security—During the 2009/2010 school year, Coastline submitted a proposal requesting \$90,222 for one year to provide citizenship-focused English as a Second Language instruction and citizenship instruction to prepare lawful permanent residents for the civics, English reading, writing, and speaking components of the naturalization test.

SUBMITTED GRANT—U.S. DEPARTMENT OF EDUCATION—Title III – During Spring 2010, Coastline submitted a proposal for the Strengthening Institutions Program.

SUBMITTED GRANT—U.S. DEPARTMENT OF EDUCATION—Title III – During Spring 2010, Coastline submitted a proposal for the Asian American and Native American Pacific Island-Serving Institutions Program.

SUBMITTED GRANT—U.S. DEPARTMENT OF EDUCATION— During Spring 2010, Coastline submitted a proposal for funds for the Improvement of Postsecondary Education (FIPSE) Program – Centers of Excellence for Veteran Student Services.

STUDENT ACHIEVEMENTS

STUDENT THANH NGUYEN WINS INFORMATICS PRIZE PACK. Thanh Nguyen, who takes courses online via distance learning, found out on Monday, Feburary 1, 2010 that he was the

lucky winner of the Coastline Informatics Program prize pack. The prize, given out as part of a special campaign funded with an Informatics grant, included Corel Painter II, Autodesk Maya, Adobe Creative Suite 4, and a large Wacom tablet.

SPECIAL SCHOLARSHIPS WERE AWARDED TO EOPS STUDENTS by the Region 8 EOPS Directors in spring 2010. Each of the 14 EOPS programs in the region selected two students to receive these special \$200 scholarships. Coastline's Johnnie To (EOPS) and Genoveva Fernandez (CARE) were given these special awards.

TWO ECHS FRESHMEN WON A TRIP TO ENGLAND. McKenna Gordon and Brittany Stump won a trip to England for building a website that explores the topic of Human Migration. The announcement came during a lunchtime ceremony on March 18, 2010 at the Costa Mesa campus. Their efforts were part of the annual Global Awareness Project and competition.

EOPS STUDENTS AMBER MADRID AND DWAYNE GILMORE were the honored student speakers at the 2010 EOPS Breakfast. They were also recognized as Students of the Year by EOPS for their struggles in achieving success. Both graduated in May 2010 and will be transferring to universities.

JUDITH VIZINHO was named Coastline's Salutatorian for 2010. She participated in the commencement ceremony by leading the audience in the pledge of allegiance.

ROBERTA SCHIESEL was named Coastline's Valedictorian for 2010. Roberta gave a speech to the graduating class of 2010 at the commencement ceremony held in May.

FACULTY/STAFF ACHIEVEMENTS

VINICIO LOPEZ JOINED COASTLINE AS DEAN OF THE LE-JAO CENTER in August 2009. The position was previously held by Interim Dean, Margaret Lovig.

THE MARKETING/GRAPHICS DEPARTMENT WON THREE AWARDS at the National Council for Marketing and Public Relations District 6 annual conference held in Carlsbad, California, September 25, 2009. There were more than 300 entries in 28 categories. They won GOLD (First place) "Wild Card" category: Coastline information kiosk (located at the One-Stop Center); SILVER (Second place) "Notes/Cards/Invitations" category: Coastline 2009 Visionary of the Year Awards Gala invitation; BRONZE (Third place) "Electronic Viewbook" category: Coastline interactive CD.

IN OCTOBER, THE COASTLINE FOUNDATION MET ITS FUNDRAISING GOAL FOR THE OSHER CHALLENGE. Two California Community Colleges have increased the amount of permanent scholarship support available to their students by reaching their fundraising goals for the California Community Colleges Scholarship Endowment challenge, raising a collective \$1,208,283 for the effort. Coastline Community College and East Los Angeles College are the fourth and fifth colleges statewide to reach this milestone as part of a three-year effort to build a \$100 million endowment for California's community college students.

JOYCELYN GROOT WAS NAMED DEAN OF MILITARY PROGRAMS in fall 2009. Previously, Groot was Director of Contract Education for Coastline.

DR. MARILYN BROCK was appointed Interim President by the CCCD Board of Trustees on December 16, 2009. She assumed her post on January 1, 2010 and served at Coastline until June 30, 2010.

COASTLINE'S ANNUAL LEADERSHIP ACADEMY was held for a week in January 2010 at Coastline's Art Gallery. The Academy was attended by 11 Coastliners, and was led by Dr. Jacquelyn Belcher, President Emeritus of Georgia Perimeter College and owner/operator of Options Unlimited professional development services. This year participants included: Darian Aistrich, Paula Coker, Joycelyn Groot, Elaine Hill, Tai James, Vinicio Lopez, Ailene Nguyen, Christine Nguyen, Ken Ostrowski, Brenda Perdue, and Chau D. Tran.

COASTLINE INSTRUCTOR DR. AMER EL AHRAF was honored by the *Egyptian American Organization* on February 28, 2010 at the group's annual luncheon. The nod comes from Dr. El Ahraf's leadership in environmental health science and practice in Egypt and in the United States, and for his excellent service to the Egyptian American community in Southern California.

THE MARKETING/GRAPHICS DEPARTMENT WON SEVEN AWARDS at the 2010 Community College Public Relations Organization (CCPRO) conference held in Santa Barbara April 15 and 16. The group was recognized for the following work: FIRST PLACE, Brochure category, INFORMATICS BROCHURE; FIRST PLACE, Logo Design category, SUNDOWN SAFARI EVENT LOGO; FIRST PLACE, Radio ad category, INFORMATICS RADIO SPOT; SECOND PLACE, Before and After category, COASTLINE'S NEW BRANDING; THIRD PLACE, Commencement Program category, COASTLINE 2009 COMMENCEMENT PROGRAM; THIRD PLACE, Promotional Advertising Campaign category, INFORMATICS CAMPAIGN.

CHAU D. TRAN, who teaches Mathematics at Coastline, was honored with the 2010 Part-Time Teaching Excellence Award.

MARGARET TAYLOR, who teaches Business Computing at Coastline, was honored with the 2010 Teacher of the Year award at Coastline Community College. The college also nominated her as a candidate for Orange County's Teacher of the Year.

FACULTY MEMBERS KATHERINE WATSON AND PEDRO GUTIERREZ were recognized by NISOD (The National Institute for Staff and Organizational Development) with a 2010 Excellence Award. This award acknowledges faculty members who have distinguished teaching, service to students, scholarship, and commitment to leadership in the classroom.

THE COASTLINE ISD TEAM TOOK HOME TWO AVA AWARDS in Winter 2009/2010 which recognized outstanding work by creative professionals for A/V programs. One Ava award was received for the program "Anatomy and Physiology: An Introduction" and another for "Compounds: Opposites Do Attract."

NEW RETIREES WERE RECOGNIZED AT THE SPRING ALL-COLLEGE BBQ for their years of service to Coastline (they retired in the 2009-2010 school year): Michael Bare, Josh Conry, Bobbie Shrode, James Mitchell, Douglas Winey, Marla Beihl, Martha Pham, Ann Hickey, Bernice Matthews, Margaret Hickey, Tuan Do, Kimberly Gordon, Dale Meriwether, Marion Lascoe, and Beverly Rico.

KATHY MCKINDLEY, OF COASTLINE'S MAINTENANCE DEPARTMENT, won the 2010 Customer Service Award in the Classified Recognition Awards Program presented at the spring All-College BBQ.

KEVEN REWERS, OF COASTLINE'S GARDEN GROVE CENTER (Computer Lab) won the 2010 Unsung Hero Award in the Classified Recognition Awards Program presented at the spring All-College BBQ.

PETER MAHARAJ, COASTLINE'S WEBMASTER, won the 2010 Special Achievement Award in the Classified Recognition Awards Program presented at the spring All-College BBQ.

STEPHANI ROGERS, OF COASTLINE'S MILITARY PROGRAMS DEPARTMENT, won the 2010 Professional Training and Advancement Award in the Classified Recognition Awards Program presented at the spring All-College BBQ.

EOPS TEAM MEMBERS CRISTINA ARELLANO, TINA XA, and SHEENA PHAM won the 2010 Team Excellence Award in the Classified Recognition Awards Program presented at the spring All-College BBQ.

IN JUNE 2010, COASTLINE WAS AGAIN NAMED A MILITARY-FRIENDLY SCHOOL by G.I. Jobs magazine.

COASTLINE'S ISD TEAM WON AN AWARD OF EXCELLENCE IN THE VIDEOGRAPHER 2010 COMPETITION. A "sample reel" of video segments from our new online geology course, Physical Geology Across the American Landscape, was entered and the college was notified in June 2010 of their win. The Award of Excellence was awarded to those projects the judges deemed were written, produced, and shot and edited in an exceptional manner.

COASTLINE WON THE 2010 CASAS PROMISING PRACTICES AWARD in acknowledgement of the Le-Jao "Bridges to Success" Cohort Program. The award was presented on June 18, 2010 at the 2010 CASAS National Summer Institute. CASAS is a nonprofit organization that partners with a national consortium of state and local agencies to provide valid competency and standards-based assessment systems, research services, and professional development.

DISTRICT OFFICE

PERSONNEL

TRUSTEE JERRY PATTERSON WAS ELECTED PRESIDENT of the Board.

TRUSTEE WALT HOWALD WAS RE-ELECTED TO THE CALIFORNIA COMMUNITY COLLEGE TRUSTEE BOARD, and will serve as Chair for the 2010-11 term.

ACCOUNTING TECHNICIAN ANH AUDOUNG WAS NAMED NATIONAL WOMEN'S BUSINESS OWNERS WOMAN OF THE YEAR, elected by the Coast CCD Chapter of American Association of Women in Community Colleges.

CHANCELLOR DING-JO CURRIE WAS AWARDED THE RUBY AWARD OF DISTINCTION for her work in education by the Soroptomists International of Huntington Beach.

CHANCELLOR DING-JO CURRIE WAS AWARDED THE VISIONARY OF THE YEAR AWARD by Coastline Community College.

THE 2009 DISTRICT-SITE MANAGER OF THE YEAR WAS BILL KERWIN, Coast Community College District's Risk Services Manager.

THE 2009 DISTRICT-SITE EMPLOYEE OF THE YEAR WAS NANCY SPRAGUE, Executive Assistant to the Chancellor.

GOLDEN WEST COLLEGE

Dr. Lois Miller was selected as Manger of the Year.

Greg Wight was selected as the Teacher of the Year.

Susan Wall was selected as the Employ of the Year.

Chip Marchbank was honored with the Charlie Sianez Exceptional Service Award.

Architecture

•Ted Palmer's students created the model for the Boys & Girls Club of Huntington Valley's new facility on the GWC campus.

Athletics

Women's Water Polo/Swimming-

- 2009 California Community College State Champions
- Coach Kyle Kopp named as Head Coach USA Youth National Team
- Coach Kyle Kopp named as California Community College Coach of the Year Men's Water Polo/Swimming-
 - 2009 California Community College State Champions
 - 2009 Orange Empire Conference Champions
- Coach Scott Taylor named as California Community College Coach of the Year Football-
 - 2009 Rooster Bowl Champions (1st Bowl Game victory since 1975)
 - Co-Champions Southern California Football Alliance Mountain Conference
 - Finished season with 7 straight victories

Softball-

- Coach Suzy Brazney named to Amateur Softball Association Hall of Fame
- Coach Suzy Brazney named Assistant Coach of USA Junior National Softball Team

College Promotions

•Debbie Bales was selected as a participant to the Robert Mayer Huntington Beach Leadership Academy

Community Relations

•Margie Bunten was elected Chair of the Huntington Beach Marketing & Visitors Bureau.

Computer Sciences

•Don Nielsen, instructor, and Dr. Shin Liu, instructor and mentor, for Microsoft Imagine Cup 2009 Programming Competition students won local programming and moved to national competition in Washington D.C.

• Don Nielsen became member of Homeland Security Cyber Defense Training/lab to detect Cyber Terrorists.

Criminal Justice Training Center

•The CJTC took delivery of a state-of-the-art Virtual Interactive Combat Environment simulator. This interactive shooting simulator is designed to enhance the decision-making, tactical and perishable skills training of law enforcement personnel.

Criminal Justice Training Center/New Media Center

•The GWC Criminal Justice Training Center and GWC New Media Center was presented by State Senator Tom Harmon's office a California Legislature Resolution acknowledging the 30 year anniversary of the "Legal Updates" Monthly Training video program. Legal Updates is distributed to law enforcement agencies statewide and provides officers up to date information regarding recent court decisions.

Digital Arts

•Don Nielsen completed relationship with Art Center (Pasadena) for direct transfer of GWC Digital Arts students to their 3rd year entry into Design Program

Generic Instructional Enhancement

•Don Nielsen was placed on Strathmore's Who's Who for education in 2009 (previously listed

1985, 2008) and on Strathmore's Who's Who Lifetime 2010.

Recording Arts

•Renah Wolzinger received a Masters in Arts in Occupational Studies.

ORANGE COAST COLLEGE

COLLEGEWIDE ACHIEVEMENTS

ABC BUILDING – Construction is underway for OCC's \$52 million ABC Building which is expected to be completed in January 2011. The 83,000-square-foot project is actually three separate buildings—one for each discipline, Allied Health, Biology and Consumer Sciences—connected by walkways. An elevated bridge will enable pedestrians to travel between the ABC complex and the Lewis Center. The new building is located off Merrimac Way between the Lewis Center for Applied Sciences and the Skill Center.

OCC FIT FRIENDLY – The **American Heart Association** recognized Orange Coast College as a **Start! Fit-Friendly Company** for its innovative fitness and health program for faculty and staff, Working on Wellness (W.O.W.).

ATHLETIC HALL OF FAME – Former Major League Baseball pitcher, Dan Quisenberry (posthumously); longtime Director of Marketing and Public Relations, Jim Carnett; former Pirate football, swimming and water polo coach Al Irwin; and cross country and track standout Zoila

Gomez were inducted into OCC's Athletic Hall of Fame on Sept. 26th.

SAILING CENTER RENOVATION – A \$4.4 million upgrade to Orange Coast College's Sailing Center was completed just in time for the beginning of the 2009 fall semester. Fifteen months in the making, the improvements were necessary to provide wheelchair accessibility to the 25,000-square-foot facility, to retrofit the building to meet seismic safety guidelines and to add a women's locker room.

\$90,000 GIFT – OCC Visual and Performing Arts received a \$90,000 gift from the estate of Laguna Niguel resident **Makoto Yoshida** in memory of his late wife, **Sati**, who took art classes at Coast during the 1970s and 1980s.

ALLIED HEALTH PROGRAMS WIN ACCREDITATION – The Orange Coast College Respiratory Care, Dental Assisting and Polysomnographic Technology programs were awarded the highest accreditation available for each program. The Respiratory Care Program earned a 10-year nod from the Commission on Accreditation of Allied Health Education Programs that certified the program through 2018. The Commission on Dental Accreditation awarded Orange Coast College's Dental Assisting Program a seven-year accreditation. Polysomnographic Technology program, an allied health specialty for the diagnosis and treatment of sleep disorders, received approval for an additional three years.

CONSTITUTION WEEK – **Erwin Chemerinsky**, founding dean of UC Irvine's School of Law and a nationally recognized Constitutional scholar, was guest speaker at Constitution Week activities in September.

2ND ANNUAL HEALTH FAIR – Doctors of Tomorrow and Mu Delta Rho and Phi Theta Kappa honor societies helped organize Orange Coast College's 2nd Annual Health Fair in October with a helping hand from the OCC Health Center. More than 30 organizations participated.

CHILDREN'S BOOK FEST – A record-breaking crowd of 20,000 attended the 6^{th} Annual Orange County Children's Book Festival held at Orange Coast College on Oct. 4^{th} . The event has become one of Orange County's most popular community festivals during the year.

STUDY ABROAD FAIR – The OCC International Center sponsored the Fall 2009 Study, Work and Travel Abroad Fair on Oct. 16th, featuring a variety of organizations that provided information travel, work and study abroad programs.

10TH ANNUAL COMMUNITY SCIENCE NIGHT – The turnout topped 7,500 at Orange Coast College's 10th Annual Science Night for elementary-age youngsters and their families on Oct. 16th. Visitors enjoyed an evening of displays and demonstrations coordinated by OCC geology professor Jay Yett. More than 300 volunteers included OCC faculty, students and community members.

DISTINGUISHED SPEAKER SERIES – A pair of well-known artists visited OCC as part of the campus' Distinguished Speaker Series in 2009-2010. **Phil Sanders**, director and master printer for New York's respected **Robert Blackburn Printmaking Workshop**, offered a presentation on "The Democratic Art Form, Prints and Their Impressions" on Oct. 21st. Award-winning songwriter **Paul Williams**, best known for timeless standards such as "We've Only Just Begun," appeared on March 24th.

EOPS CLOTHESLINE PROJECT – The EOPS Care Club observed Domestic Violence Awareness Week in October by organizing The Clothesline Project, a display of t-shirts carrying messages from Orange Coast College students and community members about their personal experiences with domestic violence.

RECRUITING CAMPAIGN – Orange Coast College WAS one of six community colleges in the United States targeted for a nationwide recruiting campaign by **Deloitte**, a firm that employs 165,000 professionals worldwide to provide audit, consulting, financial advisory, risk management and tax services to select clients. The company selected Orange Coast College because it has good minority representation and a strong business program.

SACRED MIRRORS – The Frank M. Doyle Arts Pavilion displayed "The Art of **Alex Grey**," including selections from the artist's famous "Sacred Mirror" series during November and December. The exhibit featured more than 300 self-portraits spanning over 40 years of the artist's life.

COUNSELORS' BREAKFAST – More than 100 counselors from 40 high schools enjoyed breakfast, a presentation and campus tours in November. OCC Counselor **Anna Katsuki** coordinated the annual Counselors' Breakfast. A mini-fair introduced counselors to a variety of OCC programs and services.

TOPS IN TRANSFERS – Orange Coast College continues to reign as Orange County's top transfer school to California public universities, according figures released by the California Postsecondary Education Commission for the 2008-2009 academic year. OCC is number one in the state in community college transfers to Cal State, and it continues its first-place status as Orange County's top community college in the number students that transfer to the University of California. OCC sent 1,858 students to public four-year colleges and universities in 2008-2009, more than any other community college in Orange County. OCC was in second place statewide behind Santa Monica College, which sent 1,930 students to University of California and Cal State combined.

EOPS HONORED – OCC's EOPS was nominated for Outstanding Philanthropic Group by **Girls Inc.** at Orange County's 24th Annual National Philanthropy Day Awards Luncheon in November. OCC EOPS has hosted the Summer Eureka Program for Girls Inc. for the past 10 years.

TEXTBOOK BENEFIT – Employees of Orange Coast College generated \$3,750 for the college's textbook scholarship fund in a holiday gift basket raffle and silent auction in December. OCC employees donated 40 gift baskets for the raffle. Interim President **Denise Whittaker** spearheaded the idea to raise funds for the project.

NEW COLLEGE COUNCIL – In December, the College Council, organized as a pilot committee last summer, officially became OCC's new planning body. The new College Budget Committee assumes budgeting duties. The new committees replace the former Planning and Budget Committee, which previously handled planning and budget issues for the campus. The new committee structure separates the college's planning and budgeting functions.

\$179,857 STIMULUS GRANT – Orange Coast College will receive \$179,857 to train 75 new emergency medical technicians as part of \$10.7 million in federal economic stimulus money to provide unemployed Californians with skills for entry-level jobs.

HARBOUR CHRONICLES – More than 40 classic and contemporary surfboards shaped by renowned surfboard designer **Rich Harbour** were on display at the Doyle Arts Pavilion from Feb.13th through April 9th as part of "Harbour Chronicles—A Life in Surfboard Culture."

\$125,000 BASEBALL DONATION - Jim and Martha Newkirk donated \$125,000 to the OCC baseball program to help build a new entrance to Wendell Pickens Field that will include new concession stands and restrooms. The donation is the second largest in the history of OCC athletics.

CREW RECEIVES \$50,000 – Coast Crew received an anonymous gift of \$50,00 from a former Coast oarsman who said the program "changed my life." It is the largest donation to Men's Crew that has ever been made by a rowing alumnus.

VIRTUAL TOUR — In January, OCC's Communications and Marketing Department unveiled a new virtual tour on the campus website. Prospective students can explore Orange Coast College's 164-acre campus from the comfort of their homes — or anywhere in the world. YourCampus360, a company based in New York, designed the virtual walking tour, accompanied by 27 panoramic shots of campus attractions. OCC also introduced a self-guided walking tour for prospective students who visit the campus in person.

TRANSFER SPRING FAIR — More than 20 colleges and universities visited campus on March 11th for the Transfer Center's Spring Day Fair.

27TH **ANNUAL SENIOR DAY** – Orange Coast College held its 27th annual High School Senior Day on March 23rd, in the campus quad. More than 4,000 Orange County high school seniors attended.

ACCJC TEAM VISITS COAST – Two representatives from the Accrediting Commission for Community and Junior Colleges (ACCJC) of the Western Association of Schools and Colleges (WASC) visited Orange Coast College March 25th to confirm the college's 2010 Focused Midterm Report. Team members were James M. Meznek, Ph.D., chancellor of Ventura County Community College District, and Michael Carley, director of institutional research at Porterville College. Dr. Meznek is chair of the OCC Accreditation Site Visit Team.

JOB AND INTERNSHIP FAIR – Recruiters from 50 companies met hundreds of job seekers at Orange Coast College's Annual Job and Internship Fair on April 21st.

RECYCLING CENTER'S 40TH ANNIVERSARY – Orange Coast College's Recycling Center celebrated its 40th anniversary with the installation of an 8.4 kilowatt array of solar panels. The Recycling Center came into existence 1970 when visiting environmentalists Ralph Nader and Gaylord Nelson suggested a campus recycling drive on the original Earth Day on April 22, 1970. Operated by the Associated Students of Orange Coast College, the Recycling Center raises funds to support a variety of programs including student scholarships, the Student Success Center, library and campus activities.

\$669,000 TRAINING GRANT – Orange Coast College is one of 14 community colleges in California, Nevada, Arizona and Hawaii selected to train students for careers in computerized health information systems as a part of a nationwide \$70 million effort by the U.S. Department of

Health and Human Services. The college will receive at least \$669,024 over two years, according to Corine Doughty, director of Career Services, who was instrumental in OCC's participation in the grant.

WWII VETS 34TH ANNUAL REUNION – Orange Coast College welcomed 80 veterans and their guests on May 1st for the 34th annual reunion of airmen who were assigned to the **Santa Ana Army Air Base**, an important training center for troops during World War II. The base is now home to OCC's campus.

CANON DAY – The Explorer of Light," photographer **Norman McGrath**, who crafted a long career working for well-known architects and designers, was the guest speaker at Orange Coast College's School of Photography's 4th Annual Canon Day on May 7th.

GUEST DIPLOMAT – Ambassador Edward J. Perkins, an African American diplomat assigned to South Africa before apartheid was banished, was a special guest of Rendell Drew's Political Science 180 class in May.

TEXT RENTAL PROGRAM – The OCC Bookstore, in partnership with ASOCC, will expand its popular book rental program to include online rentals this fall. The bookstore introduced the rental program in August 2009. Since then, more than 9,300 books have been rented, saving the OCC students over \$400,000.

CITIZEN OF THE YEAR – Katrina Foley, Costa Mesa City Council member, was recognized at Orange Coast College's 62nd Commencement Ceremony as 2010 Citizen of the Year for her contributions to the community, including work with Orange Coast College. Foley was a member of OCC's Presidential Search Committee. She also served as chairman of Coast Community College District's Measure C Citizen's Oversight Committee, which monitored implementation of a \$370 million bond approved by voters in 2002.

ARCHIVE TEAM HONORED – Four volunteers received honorary degrees at Orange Coast College's 62nd Commencement Ceremony for their years of work organizing the college's archives. **Bob Clifton**, **Jim Garmon**, **George Mattias** and **Howard Hall** have logged more than 1,000 hours cataloging countless objects of memorabilia and historical documents as part of OCC's Archive Committee. Clifton, Garmon and Mattias are OCC retirees; Hall is an OCC alumnus from the Class of 1956.

STUDENT CENTER REMODEL – Orange Coast College began work on a new \$5.8 million Student Center remodel this summer. Funds for the project are coming from Measure C and \$550,000 from student government. The temporary facility will reopen in portable trailers near the old softball field across from Social Sciences in August, just in time for fall classes. The renovated Student Center will reopen in Spring 2011.

OARSMAN AWARD – Duvall Hecht, 80, gold medalist in the 1956 Olympics at Melbourne, won the 2010 Coast Crew Oarsman Award for his inspiring leadership of collegiate crew teams in the Newport area.

PIRATE ATHLETICS TOPS IN CALIFORNIA – Orange Coast College won the 2009-10 NATYCAA Cup, which recognizes the best community college athletic program in California. It is the second time the Pirates captured the award, presented by the California Community College Athletic Association in association with the National Alliance of Two-Year College Athletic Administrators.

RELAY FOR LIFE GENERATES \$70,000 – The Relay for Life held in May at Orange Coast College raised \$70,000; 35 teams walked nonstop for 24 hours around the track to support cancer research.

1,700 ONLINE VISITORS – More than 1,700 persons have taken Orange Coast College's virtual tour since it was launched in January. Of those, 11% responded positively by completing an application, visiting campus or making additional inquiries. Recent visitors included prospective students from 24 different countries.

OCC ON FACEBOOK – More than 1,288 visitors to Orange Coast College's Facebook page have signed up as "fans." OCC's page is averaging 600 visitors each day.

STUDENT ACHIEVEMENTS

OSHER FOUNDATION SCHOLARSHIPS – Seventeen OCC students are the beneficiaries of \$19,000 in scholarships made possible by a \$50 million commitment by the **Osher Foundation** to provide financial assistance to community college students.

STUDENTS IN NATIONAL EXHIBITION – Prints from Orange Coast College students were included in the Los Angeles Printmaking Society's 20th National Biennial Exhibition in the Los Angeles Municipal Art Gallery in October. The works resulted from a project by art instructor Jennifer Anderson's printmaking class.

BROWER YOUTH AWARD – **Hai Vo**, Orange Coast College's Student of the Year in 2006-07, was selected as a 2009 **Brower Youth Award** honoree by the **Earth Island Institute** for his work as an advocate for sustainable food. Vo, a 2009 graduate of UC Irvine's social ecology program, helped organize the "Real Food Challenge" on the UCI campus. The organization is a nationwide, student-based network that advocates use of locally grown and ecologically sound food sources.

ATHLETES SCORE BIG ON HONOR ROLL – More than half of Orange Coast College's student athletes achieved honor roll status in Spring 2009. Of 316 athletes participating in 14 spring sports last year, 159–or 51%–earned a 3.0 GPA or higher while they completed at least 12 credits, all while training and competing in their sport.

COAST REPORT SHINES – Staff of Orange Coast College's student run-newspaper, the Coast Report, won 13 awards, including general excellence for newspaper and first- and second-place prizes for broadcast video journalism, at the Journalism Association of Community Colleges' SoCal Conference in October.

SOCIAL SCIENCE HONOR SOCIETY — Nineteen Orange Coast College students have been recognized for outstanding scholarship by the college's social science honorary society, **Phi Alpha Mu**, this fall.

MATH HONOR SOCIETY – Mu Alpha Theta, the national high school and two-year college mathematics honor society, recently accepted 71 Orange Coast College students as lifetime members for outstanding achievement in mathematics.

YOUNGEST SOUS-CHEF – At age 25, Orange Coast College culinary arts graduate **Brent Omeste** has moved into the kitchen at Charlie Palmer's Restaurant in South Coast Plaza as the restaurant's youngest sous-chef. While he was at OCC, Brent competed in the Culinary Arts Hot Food Team that won back-to-back 2nd place honors at two national championships. After he graduated, Brent returned to OCC to coach the team in state competition in 2009.

WOMEN'S VOLLEYBALL WINS STATE – The Orange Coast College women's volleyball team won the 2009 California Community College Athletic Association State Women's Volleyball Championship. Four Pirate players will continue their careers at four-year universities: **Poerava Gantt** will attend Chaminade University, Hawaii; **Kikki Osuna**, Tulane University; **Briana Fields**, Loyola University; and **Karlee Skalla**, University of Alaska-Fairbanks.

CROSS COUNTRY TEAMS STORM OEC – The Pirate women notched their 13th straight Orange Empire Conference title while the OCC men picked up their 13th overall conference crown and seventh in the past eight years. Both teams ended up in second place overall, both at the Southern California Meet and at the CCCAA State Meet.

RUSHING RECORD – Despite a 5-5 overall record, the Pirate football team had a memorable season, thanks in large part to the numbers put up by sophomore running back **Ray Holley**. Holley, a 5-foot-9, 190-pound sophomore from El Modena HS, broke the school's single-season rushing record with 1,457 yards, breaking the previous mark held by **Jeff Clayton** in 1993 (1,442).

SPEECH TEAM WINNERS IN 2009-2010 – Orange Coast College's Speech, Debate and Theatre Team capped its fall forensic season with a first place win at the Pacific Southwest Collegiate Forensic Association Fall Championships held at Mt. San Antonio College in December. The team also took a first place finish at the California Community College Forensics Association State Tournament at Fresno City College in Fresno on March 18-21. Moving on to national competition, the team won a second place gold medal at the Phi Rho Pi National Community College Speech and Debate Tournament at Tallahassee Community College in New Orleans on April 6-11. Approximately 600 student speakers from 75 community colleges competed in the six-day event.

HONORS CONFERENCE – Twenty OCC honors students were selected to present research at the 2010 Western Regional Honors Council Conference in Jackson Hole, WY, in April. In addition, a record 24 Orange Coast College students presented at the 2010 Honors Transfer Council of California Conference at UC Irvine in March.

COLUMBIA WOMAN OF THE YEAR – OCC graduate Margarita Martin was nominated for the Woman of the Year Award in her native Colombia. Martin, who lives in South Laguna, was honored for developing the first after-school boys and girls club in Neiva, Colombia, and two computer technology classrooms at the Reynaldo Matiz School last year.

NEWPORT BEACH FILM FESTIVAL – Nine student films created by 13 Orange Coast College film school students were included in the **11th Annual Newport Beach Film Festival**. It is the seventh year OCC has participated in the event.

SCHOLARSHIP WINNER – Orange Coast College honors student, Bahareh Abadian, 20, won the prestigious Jack Kent Cooke Undergraduate Transfer Scholarship for community college students who exhibit exceptional promise. The scholarship will pay for educational fees as high as \$30,000 a year. Abadian will attend UCLA in the fall.

CITY LIBRARY PROJECT – Orange Coast College architecture students presented their visions for a new state-of-the-art central library for Costa Mesa at a Community Forum sponsored by the Costa Mesa Library Foundation in May.

CIRCLE K LEADER – Jonathan Junpradub, a student leader at Orange Coast College, has been named District Awards Chair for the Cal-Nev-Ha Circle K International, a collegiate service organization sponsored by Kiwanis International. Jonathan, who will transfer to UCLA this fall, will serve in the post for one year. Jonathan also won first place in the oratorical contest that included four-year colleges and universities in the Western region of Circle K.

IRAQ VETERAN STUDENT COMMENCEMENT SPEAKER – **Thomas Melendi**, 25, an Iraq veteran who used his military service in the Marines to open doors to education, was the student speaker at Orange Coast College's 62nd Annual Commencement Ceremony.

\$304,704 AWARDED AT HONORS NIGHT – Orange Coast College students collected \$329,704 in scholarships during **Wednesday's 52**nd **Annual Honors Night** ceremony on Wednesday, May 12th. The college distributed 416 awards.

2,046 STUDENTS HONORED AT 62ND COMMENCEMENT – Orange Coast College conferred Associate degrees and certificates on 2,046 students at its 62nd Commencement Ceremony on Thursday, May 27th. A total 1,376 students received Associate in Arts degrees, while 516 earned Associate in Science degrees. Certificates of Completion were presented to 511 students.

STUDENTS SWEEP DESIGN COMPETITION – For the second year in a row, Dean Abernathy's architecture students swept all the cash awards at the American Institute of Architects/OC Student Design Competition held May 15th. Winners include Valentina Schifano, \$1,000 first place; Jonghwan Chae, \$750 second place; and Jesus Deloya, \$500, third place. Anthony Chau received an honorable mention.

STUDENTS OF THE YEAR — Participating in Club Rush opened a world of new experiences for Orange Coast College's 2009-2010 Students of the Year. José Vilchez-Azcona, an Americanborn student who grew up in Mexico, Honduras, Puerto Rico and Miami before moving to California, got involved in student government after a chance meeting with another student leader at Club Rush. Vilchez-Azcona will attend UC Berkeley or Georgetown University. Andrea Stone served as a student senator. She was president of the Sierra Club, chaired the ASOCC Green Initiative Fund, and organized OCC's Earth Day 2010. Stone plans to attend UC Santa Cruz, where she will major in political science and environmental studies.

ATHLETES OF THE YEAR – OCC football star Ray Holley and Pirate heptathlon record holder Liana Fuentes were named OCC Athletes of the Year. Holley will play football at Louisiana Tech, while Fuentes hopes to enroll at Cal Poly San Luis Obispo.

OCC OARSMAN WIN SILVER AT NATIONALS – The Orange Coast Men's Novice Crew took second place at the **National Championship Regatta** sponsored by the **American Collegiate Rowing Association**, which crowns the top non-scholarship rowing team in the country. The University of Michigan Novice Crew beat the Pirates to the finish line by six seconds. The regatta was held at the new U.S. Olympic Training Center in Oklahoma City. Five of OCC's nine crewmembers never rowed before this year.

SPOTLIGHT SHINES ON STUDENTS – Successful OCC students may find themselves "In the Spotlight," a new feature on the OCC website. The current spotlight focuses recently graduated Orange Coast College football standout Ray Holley. The 5-foot-9, 195-pound running back will take his athletic and academic talents to Louisiana Tech University this fall. Students featured to date include OCC graduates Josh Moore and Bahareh Abadian. Moore graduated cum laude from New York University and will begin his MBA at the University of Pennsylvania's Wharton School of Business this fall. Abadian, winner of the prestigious Jack Kent Cooke Scholarship, will attend UCLA.

FACULTY AND STAFF ACHIEVEMENTS

BOB DEES RETIRES – OCC President Bob Dees celebrated his retirement in the company of his family and 200 close friends from OCC, Coast Community College District, and Golden West and Coastline Colleges on June 19th, 2009. Dees, who has served as OCC president since 2005, retired following a 30-year career at the college.

INTERIM PRESIDENT – **Denise Whittaker** led OCC as its interim president from July 1st through Dec. 31st. Whittaker previously served as president of San Bernardino Valley College.

president of Orange Coast College by the Coast Community College Board of Trustees following a seven-month nationwide search. He assumed his new duties on Jan. 4th. Dr. Harkins was director of government relations at **Georgia Perimeter College** in metropolitan Atlanta, and previously served for 10 years as provost of the Clarkston Campus and as a member of the College Executive Team.

HORTICULTURIST CREATES NEW HYBRID – Orange Coast College's horticulture lab coordinator, **Joe Stead**, is making history in the world of plant succulents with a new hybrid fouquieria aptly named "Pink Instead"—a play on its propagator's last name. "Pink Instead" was featured on the front cover of the 2009 July-August issue of the national magazine *Cactus and Succulent Journal*.

NISH MANAGER OF THE YEAR – Melinda Nish, Orange Coast College's vice president of instruction, was named 2009-2010 Orange Coast College's Manager of the Year by the **Coast District Management Association**. Nish, OCC'S vice president of instruction since 2005, led the college's accreditation efforts as chief liaison officer.

POLITICAL SCIENCE PROF INVITED TO SYMPOSIUM – Patrick Coaty, associate professor of political science and history, was one of 15 professors nationwide invited by McGraw-Hill to attend a symposium on development of learning materials for courses in American government. The meeting was held in New York City in early November.

HEARTY ROWER – OCC's famous **Traveling Rower** found a new home on the desk of **Carisa Montooth**, who works as a staff aide in the OCC President's Office. The award travels from one staff member to another throughout the year. Montooth passed the award along to **Sandy Whiteside**, a senior information systems technician.

SLOAC SELECTED -- Vinta Oviatt, a librarian and faculty member at OCC for the past 12 years, has been appointed the college's new Student Learning Outcomes and Assessment Coordinator (SLOAC). As OCC's SLOAC, Oviatt will be responsible for coordinating SLOs (student learning outcomes) and assessment activities critical to the college's accreditation, including staff development activities to help faculty and staff complete the process. As chair of the SLOAC Advisory Committee, Oviatt will play a key role in the implementation of a sustainable three-year cycle of student learning outcomes and assessment.

2009-2010 COAST COLLEAGUES – OCC astronomy professor **Nick Contopoulos** was voted the college's 2009-2010 Faculty Member of the Year. **Caryn Plum**, part-time counselor, was voted Part-Time Faculty Member of the Year, and **Betty Rodriguez**, division/area office coordinator for Literature and Languages Division, is the Staff Member of the Year.

POETRY HONOR – Orange Coast College ESL professor **Laurie Barton** was nominated for a **Pushcart Prize** in poetry. The Pushcart Prize is a prestigious American literary prize that honors the best poetry, short fiction, essays or literary work published in the small presses over the previous year.

CLASSIFIED EMPLOYEE OF THE YEAR – The Coast Community College District selected Jennifer LaBounty to represent the district as its nominee for California Community College Classified Employee of the Year. Award recipients were honored at the California Board of Governors meeting in May. LaBounty is a CARE specialist; she assists single parents of children under age 14 who are economically and educationally disadvantaged. She also coordinates the Adopt-A-Family program and raises money throughout the year to provide food, clothing and gifts for needy families during the winter holidays.

BOOK RELEASE – OCC art professor **Roger Whitridge's** new historical novel, "Heart in the Serpent's Head," was released on Amazon.com in May. Whitridge spent 13 years researching the saga, set in 19th century England and India.

ACADEMIC SENATE OFFICERS – Vesna Marcina, associate professor of political science, is the new Academic Senate president, replacing Eduardo Arismendi-Pardi, professor of mathematics. New terms began July 1 and run through June 2011. New officers also include Denise Cabanel-Bleuer, associate professor of Spanish, vice president; Jamie Blair, professor of mathematics, secretary; and John Dale, librarian, parliamentarian.

COAST BIDS FAREWELL TO 24 RETIREES – Retiring faculty members and staff were recognized at Retiree Recognition Reception in the Frank M. Doyle Arts Pavilion. The event included an outdoor barbecue and entertainment from the Pirate Express Band.

HANGING THE ORANGE — OCC Librarian **Carl Morgan** is the recipient of the 2010 **Hanging the Orange Award** for his work with OCC's Sierra Club, OCC Food Riders and Friends of the Library. Carl, who commutes from his Costa Mesa home by bicycle, can often be seen on campus with a bike trailer loaded with hundreds of pounds of food bound for Share Ourselves, a Costa Mesa nonprofit, volunteer-based organization that helps needy families.

HONORS COORDINATOR – **Ken Parker**, associate professor of English, was unanimously selected as Honors Program coordinator by the Honors Program Advisory Committee. He replaces **Denise Cabanel-Bleuer**, associate professor of Spanish, who led the program for the past four years. **Eric Cuellar** was also named new Honors Program counselor.

UCI STUDENTS VOTE FOR OCC FACULTY – Four OCC instructors were among community college and high school educators selected by UC Irvine students as the teachers who inspired them to achieve academic success. **Jim Sugden**, who teaches accounting, and three chemistry instructors, **Helen Maughan**, **Matthew Appel** and **Thomas Mucciaro**, received plaques, \$50 gift certificates, and were guests at an awards dinner hosted by UC Irvine.

OUTSTANDING EDUCATOR – Irene Naesse, OCC professor of geography, won the 2010 Outstanding Educator Award at the 64th annual meeting of the California Geographical Society. The Outstanding Educator Award, established in 1975, is presented to a college or university faculty member who has been recognized by students and peers for inspirational contributions to geographic education.

EDUCATIONAL PROGRAMS AND STUDENT RELATIONSHIPS (Policies Affecting Student Activities)

030-9-1 Approved 05/20/98

STUDENT ROLE IN GOVERNANCE

The Board of Trustees of the Coast Community College District recognizes the Associated Student Organizations or its equivalent within the district as the representatives of the students in the formulation and development of District and eCollege policies and procedures that have or will have a "significant effect on students." (Title 5, 51025 [1]. The Coast Community College District is committed to shared governance and views its students as a valued, integral community whose views and ideas are imperative in developing policy and procedure. The Board views the Associated Setudents' input as essential in the development of its-policies dealing with all collegial matters and procedures that have or will have a "significant effect on students"; in this regard, students shall have the right to participate in processes for jointly developing recommendations to the Board regarding such policies and procedures. Policies and procedures that have or will have a "significant effect on students" include those dealing with the following areas:

The Board of Trustees of the Coast Community College District, or such representatives as it may designate will participate in discussion with the representatives to the Associated Students in developing policies regarding the following collegial matters:

- 1. Grading policies
- 2. Codes of student conduct
- 3. Student discipline Academic disciplinary policies
- 4. Curriculum development
- 5. Courses or programs which shouldto be initiated or discontinued
- 6. Processes for <u>Iinstitutional planning</u> and budget development
- 7. Standards and policies regarding sStudent preparation and success
- 8. Student services planning and development
- 9. Student fees within the authority of the district to adopt
- 10. Participation on employment chiring committees
- 11. Any other district and college policy, procedure, or related matter that the district governing-Bboard determines will have a significant effect on students

The Board also shall give reasonable consideration to the recommendations and positions developed by students regarding District and College policies pertaining to the hiring and evaluation of faculty, administration, and classified staff.

Except in unforeseeable, emergency situations, the Board shall not take action on a matter having a "significant effect on students" until it has provided students with the opportunity to participate in the formulation of the policy or procedure, or in the joint development of recommendations to the Board.

When participation is not granted on collegial matters the Associated Students may place the issue on the Board of Trustee's agenda through the Chancellor's office.

In instances where the Board of Trustees and the District's constituencies cannot reach mutual agreement, existing policy shall remain in affect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the governing board may act, after a good faith 'effort to reach agreement, but only for compelling legal, fiscal or organizational reasons (Title 5, 53203[d][2]).

Each eampus shall College shall -develop procedures to implement this Policy. whereby the Associated Students and representatives of the Board of Trustees may address collegial matters in an expeditious manner. At both the College and District levels, recommendations and positions developed by the Associated Students on matters having a "significant effect on students" are to be given every reasonable consideration.

Title 5, Section 51023.7

COAST COMMUNITY COLLEGE DISTRICT SUPPLEMENT TO MASTER LICENSE AGREEMENT

C	DURSE NAME: ANTHROPOLOGY: THE FOUR FIELDS	S CCO # <u>1</u>	6,930		
Αc	iis Supplemental Agreement is between Coast Comm lams Avenue, Costa Mesa, California 92626 ("CCCD Inter Drive, El Paso, Texas 79915	o"), and EL PASO COMMUNITY COLLEGE, EPCC-T	V, 919		
	d is effective on the date of execution by the Pres	, ("Lice	ensee"),		
Co	ollege District or their authorized designee. This A	greement is supplementant to and a next of the	1munity		
co	urse License Agreement between these parties, dated	January 18, 1996	waster		
		- · · · · · · · · · · · · · · · · · · ·			
1.		Supplemental Agreement shall be the, consisting of the video program			
	print components listed on Schedule A, attached her	eto and considered a part hereof.	no ana		
2.	TERM OF LICENSE: September 1, 2010 - August 3	1, 2011			
^	PICUTO ODANTED. COOD I				
3.	RIGHTS GRANTED: CCCD hereby grants to Licen and subject to the restrictions in Paragraph 4 below:	see the following rights, as defined in the Master I Cable - general programming	_icense 		
А	DESTRICTIONS ON LICENSE CRANTED. In ad				
4,	RESTRICTIONS ON LICENSE GRANTED: In ad- Master License, the following specific restrictions	shall apply to the great of license of the Tale	of the		
	none	shall apply to the grant of license of the Tele	course:		
5.	PAYMENT: In consideration of the rights granted	by CCCD, Licensee shall pay to CCCD the fol	llowing:		
		; STUDENT ROYALTY: not applicable			
	MATERIAL ETTO not envisable		;		
	MATERIAL FEES: not applicable masters, plus				
	o for shipping and handling	•			
6.	PAYMENT SCHEDULE: To be invoiced pursuant	to the following terms: in August '10 for license fe	es		
		to the following territor.			
_					
7.	SPECIAL CONDITIONS: The following special cor	nditions apply to this Supplemental Agreement on	ily, and		
	shall not be construed to conflict with the t To be used for cable - general programming only.	erms of the Master License, which shall o	control:		
	To be used for cable - general programming only.				
IN	WITNESS WHEREOF, the parties hereto have exec	cuted this Supplemental Agreement on the day ar	nd vear		
spe	ecified below.	.,	, ,		
	COAST COMMUNITY COLLEGE DISTRICT	<u>LICENSEE</u>			
	Ву	Ву			
	NamePatterson	Name			
	Title President, Board of Trustees	Title			
	Date	Date			

SCHEDULE A

Anthropology: The Four Fields

Components

Text: Anthropology: The Human Challenge, 12th ed.; Haviland, William A.; Prins, Harald E.L.;

Walrath, Dana and McBride, Bunny

Wadsworth, a part of CENGAGE Learning

ISBN-10: 0495095591, ISBN-13: 9780495095590

Study Guide: Telecourse Study Guide for Anthropology: The Four Fields

Birky, Wendy A.; Harrison, Diane; and Light, Linda

Wadsworth, a part of CENGAGE Learning

ISBN-10: 0495095605, ISBN-13: 9780495095606

Programs:

101 - Essence of Anthropology

102 - Biology & Evolution

103 - The Living Primates

104 - Primate Behavior

105 - Methods of Paleoanthropology

106 - Macroevolution

107 - The First Bipeds

108 - A New Hominin

109 - Premodern Humans

110 - Homo sapiens & the Upper Paleolithic

111 - Food Domestication & the Emergence of Cities

112 - Patterns of Variation

113 - Patterns of Adaptation

114 - Characteristics of Culture

115 - Communication & Culture

116 - Social Identity, Personality & Gender

117 - Subsistence Systems

118 - Economic Systems

119 - Sex & Marriage

120 - Marriage & Family

121 - Kinship & Descent

122 - Grouping by Gender, Age, Common Interest & Class

123 - Politics, Power & Violence

124 - Religion & Spirituality

125 - The Arts

126 - Processes of Change

127 - Global Challenges & Anthropology

128 - Applied Anthropology

COAST COMMUNITY COLLEGE DISTRICT SUPPLEMENT TO MASTER LICENSE AGREEMENT

C	OURSE NAME: FACES OF CULTURE - REVISED		CCO # <u>16,927</u>		
Αc	his Supplemental Agreement is between Coast Comm dams Avenue, Costa Mesa, California 92626 ("CCCD ashington Road, Westminster, Maryland 21157	unity College District, a public Educa "), and CARROLL COMMUNITY COLL	EGE, 1601		
	······································	1	, ("Licensee"),		
Co	nd is effective on the date of execution by the Presi ollege District or their authorized designee. This Ag ourse License Agreement between these parties, dated	greement is supplementary to and a	Coast Community part of the Master		
1.	FACES OF CULTURE - REVISED	Supplemental Agreement shall, consisting of the v			
	print components listed on Schedule A, attached here	eto and considered a part hereof.			
2.	TERM OF LICENSE: June 1, 2010 - August 31, 2010	0			
3.	RIGHTS GRANTED: CCCD hereby grants to Licensee the following rights, as defined In the Master License and subject to the restrictions in Paragraph 4 below: broadcast, cable, non-broadcast, duplication, & library				
4.	RESTRICTIONS ON LICENSE GRANTED: In addition to the restrictions specified in Paragraph 5 of the Master License, the following specific restrictions shall apply to the grant of license of the Telecourse: none				
5.	PAYMENT: In consideration of the rights granted by CCCD, Licensee shall pay to CCCD the following: LICENSE FEE: waived ; STUDENT ROYALTY: \$45 per enrolled student for the 1st 30 students, \$20 per enrolled student thereafter each & every time course is offered by Licensee ; MATERIAL FEES: not applicable masters, plus				
6.	for shipping and handling. PAYMENT SCHEDULE: To be invoiced pursuant to the following terms: in June '10 for Summer '10 for student royalty fees				
7.	SPECIAL CONDITIONS: The following special conshall not be construed to conflict with the to None.	ditions apply to this Supplemental A erms of the Master License, wl	greement only, and nich shall control:		
	WITNESS WHEREOF, the parties hereto have executed below.	uted this Supplemental Agreement o	n the day and year		
	COAST COMMUNITY COLLEGE DISTRICT	<u>LICENSEE</u>			
	Ву	Ву			
	Name Jerry Patterson	Name			
	Title President, Board of Trustees	Title			
	Nate	Data			

SCHEDULE A

FACES OF CULTURE - REVISED

Components

Text: Cultural Anthropology with Infotrac, 12th edition,

William, A. Haviland, Harald E.L. Prins, Dana Walrath, and Bunny McBride

Wadsworth Publishing Company

ISBN-10: 0-495-09561-3 ISBN-13: 978-0-495-09561-3

Study Guide: Study Guide for the Telecourse FACES OF CULTURE, 10th edition,

Richard T. Searles and Valerie Lynch Lee with Mari Womack

Wadsworth Publishing Company

ISBN-10: 0-495-09562-1 ISBN-13: 978-0-495-09562-0

Video Programs:

- 201 The Nature of Anthropology
- 202 The Nature of Culture
- 203 How Cultures Are Studied
- 204 Language and Communication
- 205 Psychological Anthropology
- 206 Alejandro Mamani: A Case Study in Psychological Anthropology
- 207 Patterns of Subsistence: Food Foragers and Pastoralists
- 208 Patterns of Subsistence: The Food Producers
- 209 Economic Anthropology
- 210 The Highland Maya: A Case Study in Economic Anthropology
- 211 Sex and Marriage
- 212 Family and Household
- 213 The Yucatec Maya: A Case Study in Marriage and the Family
- 214 Kinship and Descent I
- 215 Kinship and Descent II
- 216 Age, Common Interest, and Stratification
- 217 The Aymara: A Case Study in Social Stratification
- 218 Political Organization
- 219 Social Control
- 220 Religion and Magic
- 221 The Asmat of New Guinea: A Case Study in Religion and Magic
- 222 The Arts
- 223 New Orleans Black Indians: A Case Study in the Arts
- 224 Culture Change
- 225 Cricket the Trobriand Way: A Case Study in Culture Change
- 226 The Future of Humanity

COAST COMMUNITY COLLEGE DISTRICT

MASTER COURSE LICENSE AGREEMENT

This Agreement is between Coast Community College District, a Public Educational Agency, ("DISTRICT") and SANTA ANA COLLEGE

("LICENSEE"), collectively referred to as the "PARTIES", and is effective as of the date of signature of this AGREEMENT by DISTRICT.

- 1. <u>Master Course License</u>: This Agreement shall serve as the Master License between the PARTIES for grant of rights by DISTRICT for the use of various courses by LICENSEE. Each course so licensed shall be covered by a Supplemental Agreement as described in paragraph 2.
- 2. <u>Supplemental Agreements</u>: Included in this Agreement and considered a part hereof is a Supplemental Agreement which describes the term, the specific rights granted, the payment and payment schedule, and any special restrictions and conditions of the license of each course covered by this Agreement. A Supplemental Agreement shall not be construed to grant rights not specifically licensed in this Master License, but may restrict such rights and impose special conditions limiting the exercise of those rights.
- 3. <u>Term of License</u>: The term of this Master License Agreement shall be for the period of five years, commencing on the Effective Date of Agreement specified below. Each Supplemental Agreement shall have its own term, but shall terminate on or before the termination date of the Master License Agreement.
- 4. Rights Granted: Subject to the conditions and limitations set forth herein, DISTRICT hereby grants to LICENSEE and LICENSEE hereby accepts a nonexclusive and nontransferable limited license to use the courses as specified in this section in connection with offering the courses as courses for college credit. This license shall include the following specific rights, subject to the conditions indicated, and each Supplemental Agreement shall indicate which of these specific rights shall be granted under each specific Supplemental Agreement.
- (a) Broadcast Rights: The right to broadcast, without limit as to number of performances during the Term hereof, the video programs on open broadcast noncommercial television. "Noncommercial television" shall mean public television or non-sponsored, public service broadcast on a commercial television station. LICENSEE has sole responsibility for arranging for broadcast dates and times, and for payment of all costs incurred in broadcast performances.
- (b) Cablecast Rights: The right to cablecast, without limit as to number of performances during the Term hereof, the video programs on cable channels available to the public without added fee (nonpay channels). No commercial messages shall be cablecast in conjunction with the programs. LICENSEE has sole responsibility for arranging for cablecast dates and times, and for payment of costs incurred in cablecast performances.

- (c) Classroom Course Rights: The right to perform the video programs, without limit as to number of performances during the Term hereof, by direct view or closed circuit system within classrooms for viewing by students enrolled in the course.
- (d) Library Rights: The right to distribute copies of the video programs by depositing them in libraries, learning centers and media centers under the control of LICENSEE and in public libraries in the area served by LICENSEE and by loan to students officially enrolled by LICENSEE to take the course for college credit.
- (e) Duplication Rights: The right to duplicate the course video programs on video cassettes if required to exercise the broadcast, cablecast and library rights granted above.
- (f) Optional Classroom Supplemental Rights: Where specifically set forth in the Supplemental Agreement(s), the right to use course video programs as supplement to classroom instruction in appropriate educational programs of LICENSEE and to duplicate one copy of each program for such use, which copy may be retained and used for the life of the tape. For supplemental use, the video programs may be used individually or in any sequence, and portions of programs may be presented.
- (g) Promotional Rights: The right to broadcast segments of a program or programs solely for the purpose of promoting the course.

5. Restrictions on License Granted:

- (a) The video programs must be broadcast, cablecast, performed, and/or duplicated in their entirety, including all credits and copyright notices, and with good technical quality to maintain the integrity of the programs, except for promotional purposes as set forth in 4(g) above.
- (b) The video programs may not be edited or modified in any way, except that a notice naming the institution(s) offering the course may be added to the beginning and end of each program.
- (c) Copies of course video programs made under paragraph 4(e) of this Agreement may be circulated for viewing only by students enrolled in the course.
- (d) All master tapes provided under this Agreement and copies duplicated therefrom at the option of DISTRICT shall either be erased or vaulted upon the expiration of the Supplemental Agreement under which they were provided.
- (e) The right to duplicate the course video program to make available to students enrolled in course offering as set forth in paragraph 4(e) is limited to organizations duplicating the courses in-house or using a vendor authorized by DISTRICT. The present exclusively approved distributor of DISTRICT courses is ACT Media Productions, Inc., 1365 North Winchester Street, Olathe, Kansas 66061, telephone 800/745-5480. Additional vendors MUST have written approval from Coast Learning Systems. Any duplication by organizations through outside, unapproved sources shall be a default in the performance of this agreement.

6. <u>Ownership</u>: LICENSEE's execution of this Agreement does not entitle LICENSEE to any ownership rights to the video programs. LICENSEE shall in no manner infringe, disparage or challenge DISTRICT's rights in the video programs. LICENSEE shall promptly notify DISTRICT of any infringement of DISTRICT's rights in the video programs and at the request of DISTRICT take reasonable steps to assist DISTRICT in protecting its rights in the video programs. LICENSEE agrees to display DISTRICT's opening and closing credits and copyright statements each time any portion of the video programs is performed or exhibited.

7. **Provisions of Materials**:

- (a) If LICENSEE is a first-time user of a course, DISTRICT shall provide, at no extra charge, one copy of the Faculty Manual for that course, and shall supply master tapes of all video programs of the course, in the size and format required by LICENSEE, at the Materials Charge indicated in the current price list of Coast courses, which charge shall be paid by LICENSEE as set forth in the Supplemental Agreement for that course.
- (b) If LICENSEE has retained master tapes from a previous licensed use of a course, those tapes, as well as all copies previously authorized, may be used under the terms and conditions of this Agreement.
- (c) If, during the Term of any Supplemental Agreement, DISTRICT revises, withdraws or replaces any of the individual video programs included herein, DISTRICT shall make available to LICENSEE master tapes of the revised or replacement programs at the then current Materials Charge and one copy of the revised faculty manual at no charge.
- 8. **Payment:** In compensation for the rights granted by DISTRICT, LICENSEE shall pay to DISTRICT the License Fees, Per Student Royalty and any other Materials Charges or fees as specified in the Supplemental Agreement, in accordance with the Payment Schedule set forth in the Supplemental Agreement.
- 9. <u>Reports</u>: LICENSEE agrees to keep accurate records of the exercise of the rights granted under this Agreement, and the Supplemental Agreements, and if requested by DISTRICT provide within thirty (30) days of DISTRICT's request, the following:
- (a) Enrollment: A report showing the total number of students enrolled in the course during the Term in which the course was offered.
- (b) Duplication: A report showing the number of copies duplicated of each of the video programs under paragraph 4(e) of this Agreement, the name and address of all entities making duplicates if not done at the consortium members' campus, and an inventory of the video copies being held by Consortium as of the reporting date.
- (c) Erasure: An affidavit of erasure assuring DISTRICT that each and every copy of the video programs subject to any Supplemental Agreement and under LICENSEE's possession of control, directly or indirectly, except those being vaulted, has been completely erased by LICENSEE.

- 10. <u>Termination</u>: If LICENSEE defaults in the performance of any of the terms of conditions of this License Agreement, it shall have thirty days after service of notice of such default in which to cure the default. In the event LICENSEE fails to cure the default within such period of time, DISTRICT may at its option terminate this Agreement upon written notice to LICENSEE of such termination. In the event of such termination, LICENSEE shall immediately erase or destroy all master tapes, and all copies thereof provided or duplicated under this Agreement and all Supplemental Agreements hereto, and shall certify such erasure to DISTRICT.
- 11. <u>Supplement Agreement Incorporated Herein</u>: All Supplement Agreements executed by the parties are incorporated herein by this reference.
- 12. <u>Entire Agreement and Modification</u>: This Agreement and its Supplemental Agreements contain the entire agreement and understanding of the parties. No representations, covenants, warranties, understandings, agreements, or conditions, express or implied, not expressly contained herein have been made by either party. No waiver or modification of this Agreement shall be valid unless in writing signed by both parties.
- 13. <u>Special Conditions</u>: Special conditions, if any, shall be set forth in each Supplemental Agreement. Where such special conditions conflict with the terms set forth in this Agreement, the terms of this Agreement shall control.
- 14. <u>Authority to Sign</u>: LICENSEE represents and warrants that he or she has the right, legal capacity, and authority to enter into this Agreement, that LICENSEE has the right, power, legal capacity, and authority to perform its obligations under this Agreement, and that no further approval or consent is necessary for LICENSEE to enter into and perform such obligations.
- 15. Release, Hold Harmless, and Indemnity: LICENSEE hereby accepts each of the various courses licensed by DISTRICT in their present form and condition ("as-is") and hereby releases and discharges DISTRICT and each of its trustees, agents, and employees from any and all liability arising out of or in connection with LICENSEE's use of any of the courses licensed by it. LICENSEE, to the fullest extent permitted by law, shall defend, indemnify, and hold DISTRICT and its respective trustees, agents, and employees free and harmless from and against all claims, liabilities, loss, and expense, including reasonable attorneys' fees and court costs which may arise because of the negligence, misconduct, or other fault of LICENSEE or in any way resulting from LICENSEE's performance of its obligations under this Agreement or LICENSEE's use of the courses.

16. <u>Notice</u>: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To DISTRICT: Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

Attn: Vice Chancellor Administrative Services

With a copy to: Coast Learning Systems

Coastline Community College

11460 Warner Avenue

Fountain Valley, CA 92708-2597 Attn: Director of Telecourse Marketing

To LICENSEE: Santa Ana College

1530 West 17th Street

Santa Ana, CA 92706-3398

Attn: Distance Education

With a copy to:

Rancho Santiago Community College District

2323 North Broadway

Santa Ana, CA 92706

ATTN: Business Operations & Fiscal Services

and to such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

17. Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

SAC-09-058

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year specified below.					
COAST COMMUNITY COLLEGE DISTRICT	LICENSEE Rancho Santiago Community College District				
President, Board of Trustees	Name Peter J. Hardash Vice Chancellor Title Business Operations & Fiscal Services				
Dates	Date: 20/5/09				

Effective Date of Agreement: This Agreement, and each Supplemental Agreement,

shall be effective upon the date of its execution by the DISTRICT.

COAST COMMUNITY COLLEGE DISTRICT

MASTER COURSE LICENSE AGREEMENT

This Agreement is between Coast Community College District, a Public Educational Agency, ("DISTRICT") and Tallahassee Community College

("LICENSEE"), collectively referred to as the "PARTIES", and is effective as of the date of signature of this AGREEMENT by DISTRICT.

- 1. <u>Master Course License</u>: This Agreement shall serve as the Master License between the PARTIES for grant of rights by DISTRICT for the use of various courses by LICENSEE. Each course so licensed shall be covered by a Supplemental Agreement as described in paragraph 2.
- 2. <u>Supplemental Agreements</u>: Included in this Agreement and considered a part hereof is a Supplemental Agreement which describes the term, the specific rights granted, the payment and payment schedule, and any special restrictions and conditions of the license of each course covered by this Agreement. A Supplemental Agreement shall not be construed to grant rights not specifically licensed in this Master License, but may restrict such rights and impose special conditions limiting the exercise of those rights.
- 3. <u>Term of License</u>: The term of this Master License Agreement shall be for the period of five years, commencing on the Effective Date of Agreement specified below. Each Supplemental Agreement shall have its own term, but shall terminate on or before the termination date of the Master License Agreement.
- 4. Rights Granted: Subject to the conditions and limitations set forth herein, DISTRICT hereby grants to LICENSEE and LICENSEE hereby accepts a nonexclusive and nontransferable limited license to use the courses as specified in this section in connection with offering the courses as courses for college credit. This license shall include the following specific rights, subject to the conditions indicated, and each Supplemental Agreement shall indicate which of these specific rights shall be granted under each specific Supplemental Agreement.
- (a) Broadcast Rights: The right to broadcast, without limit as to number of performances during the Term hereof, the video programs on open broadcast noncommercial television. "Noncommercial television" shall mean public television or non-sponsored, public service broadcast on a commercial television station. LICENSEE has sole responsibility for arranging for broadcast dates and times, and for payment of all costs incurred in broadcast performances.
- (b) Cablecast Rights: The right to cablecast, without limit as to number of performances during the Term hereof, the video programs on cable channels available to the public without added fee (nonpay channels). No commercial messages shall be cablecast in conjunction with the programs. LICENSEE has sole responsibility for arranging for cablecast dates and times, and for payment of costs incurred in cablecast performances.

- (c) Classroom Course Rights: The right to perform the video programs, without limit as to number of performances during the Term hereof, by direct view or closed circuit system within classrooms for viewing by students enrolled in the course.
- (d) Library Rights: The right to distribute copies of the video programs by depositing them in libraries, learning centers and media centers under the control of LICENSEE and in public libraries in the area served by LICENSEE and by loan to students officially enrolled by LICENSEE to take the course for college credit.
- (e) Duplication Rights: The right to duplicate the course video programs on video cassettes if required to exercise the broadcast, cablecast and library rights granted above.
- (f) Optional Classroom Supplemental Rights: Where specifically set forth in the Supplemental Agreement(s), the right to use course video programs as supplement to classroom instruction in appropriate educational programs of LICENSEE and to duplicate one copy of each program for such use, which copy may be retained and used for the life of the tape. For supplemental use, the video programs may be used individually or in any sequence, and portions of programs may be presented.
- (g) Promotional Rights: The right to broadcast segments of a program or programs solely for the purpose of promoting the course.

5. Restrictions on License Granted:

- (a) The video programs must be broadcast, cablecast, performed, and/or duplicated in their entirety, including all credits and copyright notices, and with good technical quality to maintain the integrity of the programs, except for promotional purposes as set forth in 4(g) above.
- (b) The video programs may not be edited or modified in any way, except that a notice naming the institution(s) offering the course may be added to the beginning and end of each program.
- (c) Copies of course video programs made under paragraph 4(e) of this Agreement may be circulated for viewing only by students enrolled in the course.
- (d) All master tapes provided under this Agreement and copies duplicated therefrom at the option of DISTRICT shall either be erased or vaulted upon the expiration of the Supplemental Agreement under which they were provided.
- (e) The right to duplicate the course video program to make available to students enrolled in course offering as set forth in paragraph 4(e) is limited to organizations duplicating the courses in-house or using a vendor authorized by DISTRICT. The present exclusively approved distributor of DISTRICT courses is ACT Media Productions, Inc., 1365 North Winchester Street, Olathe, Kansas 66061, telephone 800/745-5480. Additional vendors MUST have written approval from Coast Learning Systems. Any duplication by organizations through outside, unapproved sources shall be a default in the performance of this agreement.

6. Ownership: LICENSEE's execution of this Agreement does not entitle LICENSEE to any ownership rights to the video programs. LICENSEE shall in no manner infringe, disparage or challenge DISTRICT's rights in the video programs. LICENSEE shall promptly notify DISTRICT of any infringement of DISTRICT's rights in the video programs and at the request of DISTRICT take reasonable steps to assist DISTRICT in protecting its rights in the video programs. LICENSEE agrees to display DISTRICT's opening and closing credits and copyright statements each time any portion of the video programs is performed or exhibited.

7. **Provisions of Materials:**

- (a) If LICENSEE is a first-time user of a course, DISTRICT shall provide, at no extra charge, one copy of the Faculty Manual for that course, and shall supply master tapes of all video programs of the course, in the size and format required by LICENSEE, at the Materials Charge indicated in the current price list of Coast courses, which charge shall be paid by LICENSEE as set forth in the Supplemental Agreement for that course.
- (b) If LICENSEE has retained master tapes from a previous licensed use of a course, those tapes, as well as all copies previously authorized, may be used under the terms and conditions of this Agreement.
- (c) If, during the Term of any Supplemental Agreement, DISTRICT revises, withdraws or replaces any of the individual video programs included herein, DISTRICT shall make available to LICENSEE master tapes of the revised or replacement programs at the then current Materials Charge and one copy of the revised faculty manual at no charge.
- 8. <u>Payment</u>: In compensation for the rights granted by DISTRICT, LICENSEE shall pay to DISTRICT the License Fees, Per Student Royalty and any other Materials Charges or fees as specified in the Supplemental Agreement, in accordance with the Payment Schedule set forth in the Supplemental Agreement.
- 9. <u>Reports</u>: LICENSEE agrees to keep accurate records of the exercise of the rights granted under this Agreement, and the Supplemental Agreements, and if requested by DISTRICT provide within thirty (30) days of DISTRICT's request, the following:
- (a) Enrollment: A report showing the total number of students enrolled in the course during the Term in which the course was offered.
- (b) Duplication: A report showing the number of copies duplicated of each of the video programs under paragraph 4(e) of this Agreement, the name and address of all entities making duplicates if not done at the consortium members' campus, and an inventory of the video copies being held by Consortium as of the reporting date.
- (c) Erasure: An affidavit of erasure assuring DISTRICT that each and every copy of the video programs subject to any Supplemental Agreement and under LICENSEE's possession of control, directly or indirectly, except those being vaulted, has been completely erased by LICENSEE.

- 10. <u>Termination</u>: If LICENSEE defaults in the performance of any of the terms of conditions of this License Agreement, it shall have thirty days after service of notice of such default in which to cure the default. In the event LICENSEE fails to cure the default within such period of time, DISTRICT may at its option terminate this Agreement upon written notice to LICENSEE of such termination. In the event of such termination, LICENSEE shall immediately erase or destroy all master tapes, and all copies thereof provided or duplicated under this Agreement and all Supplemental Agreements hereto, and shall certify such erasure to DISTRICT.
- 11. <u>Supplement Agreement Incorporated Herein</u>: All Supplement Agreements executed by the parties are incorporated herein by this reference.
- 12. <u>Entire Agreement and Modification</u>: This Agreement and its Supplemental Agreements contain the entire agreement and understanding of the parties. No representations, covenants, warranties, understandings, agreements, or conditions, express or implied, not expressly contained herein have been made by either party. No waiver or modification of this Agreement shall be valid unless in writing signed by both parties.
- 13. <u>Special Conditions</u>: Special conditions, if any, shall be set forth in each Supplemental Agreement. Where such special conditions conflict with the terms set forth in this Agreement, the terms of this Agreement shall control.
- 14. <u>Authority to Sign</u>: LICENSEE represents and warrants that he or she has the right, legal capacity, and authority to enter into this Agreement, that LICENSEE has the right, power, legal capacity, and authority to perform its obligations under this Agreement, and that no further approval or consent is necessary for LICENSEE to enter into and perform such obligations.
- 15. Release, Hold Harmless, and Indemnity: LICENSEE hereby accepts each of the various courses licensed by DISTRICT in their present form and condition ("as-is") and hereby releases and discharges DISTRICT and each of its trustees, agents, and employees from any and all liability arising out of or in connection with LICENSEE's use of any of the courses licensed by it. LICENSEE, to the fullest extent permitted by law, shall defend, indemnify, and hold DISTRICT and its respective trustees, agents, and employees free and harmless from and against all claims, liabilities, loss, and expense, including reasonable attorneys' fees and court costs which may arise because of the negligence, misconduct, or other fault of LICENSEE or in any way resulting from LICENSEE's performance of its obligations under this Agreement or LICENSEE's use of the courses.

Notice: Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To DISTRICT: Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

Attn: Vice Chancellor Administrative Services

With a copy to: Coast Learning Systems

Coastline Community College

11460 Warner Avenue

Fountain Valley, CA 92708-2597

Attn: Director of Telecourse Marketing

To LICENSEE: Chad Call

Tallahassee Community College

444 Appleyed Drive

Tallahassee, FL 32304

With a copy to:

Teresa Smith
Tallahassee Community College
444 Appleyard Drive
Tallahassee, FL 32304

and to such other persons or places as either of the parties may hereafter designate in writing. All such notices personally served delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after deposit in the mail.

Meet and Confer Requirement: In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating legal action, and as a condition precedent to being entitled to file such legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

ve executed this Agreement on the day and year
LICENSEE
- CE D
Name Teresa E. Smith
Title VP for Admin. Svcs./CFO
Date: 6\22\10

18. <u>Effective Date of Agreement</u>: This Agreement, and each Supplemental Agreement, shall be effective upon the date of its execution by the DISTRICT.

(1) **HEALTHSOUTH.** CLINICAL AFFILIATION AGREEMENT

AGREEMENT, made and entered into this 20th day of July, 2010, by and between Coast Community College District (Golden West College and hereinafter "School") and HealthSouth Corporation (Tustin Rehabilitation Hospital and hereinafter "Hospital"), as agent for its affiliates and subsidiaries, which own and operate rehabilitation hospitals and other healthcare facilities on a nationwide basis ("HealthSouth").

RECITALS

WHEREAS, HealthSouth owns and operates a national network of rehabilitation hospitals and other healthcare facilities in various locations throughout the United States;

WHEREAS, the School offers its students a degree or certification program in the field of nursing, therapy, pharmacy or other clinical care and treatment;

WHEREAS, as part of such degree or certification program, the School desires for its students to have the ability to participate in clinical rotations in patient-care settings in HealthSouth hospitals; and

WHEREAS, both parties agree that it is to their mutual advantage for selected students of the School (the "Students") to receive clinical education experiences at a HealthSouth hospital.

WITNESSETH

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, HealthSouth and School do hereby agree as follows:

- 1. Affiliation Procedure. The HealthSouth, Tustin Rehabilitation hospital, at which a Student performs his or her clinical rotation is referred to as the "Hospital." The clinical education program at a Hospital is referred to as the "Program." The Clinical Affiliations Coordinator in the Human Resources Department at HealthSouth's corporate office, located at 3660 Grandview Parkway, Suite 200, Birmingham, Alabama 35243, will act as a liaison between the School and Hospital regarding each Hospital's duties under this Agreement. If the School desires to place a Student at a Hospital to participate in a Program, the School may contact the Hospital directly or call the Clinical Affiliations Coordinator at (205) 969-4725 to obtain a Hospital's contact information. The School shall communicate directly with a Hospital to arrange the details of the Program for each Student. This Agreement includes degree programs/disciplines at School and will allow Students to participate in clinical rotations in the following areas: Nursing and Allied Health related programs. Notwithstanding the foregoing, a Hospital is not obligated to accept any Student; therefore, in the event a particular Hospital is unable to accept any particular Student, Schools are encouraged to contact another Hospital or the Clinical Affiliations Coordinator for assistance in locating another Hospital. The parties understand and agree that the Programs are not exclusive and the School may place Students in hospitals owned and operated by other entities, and Hospitals may accept students from other educational institutions.
- 2. **Mutual Responsibilities**. (a) The schedule, content, objectives and goals of the Program will be arranged in cooperation between the President of the School or his/her designee and the Chief Executive Officer of the Hospital or his/her designee. The parties shall mutually agree on the number of Students and the length of time each Student shall spend participating in the Program at the Hospital.

HS140870

- (b) The School and the Hospital acknowledge and agree that HealthSouth and Hospital rules and regulations apply to Students. The rules and regulations of HealthSouth and the Hospital, including, but not limited to, HealthSouth's Drug and Alcohol Policy, shall be provided to the School by each Hospital. Notwithstanding the foregoing, no Student or employee of the School shall be considered an employee of HealthSouth or the Hospital at any time during the term of this Agreement.
- (c) The School and the Hospital retain the privilege to exchange and review materials relevant to the Student's clinical education, and will comply with the Family Educational Rights and Privacy Act (FERPA) and applicable state law. Information from the Student's educational records will not be disclosed without the express written consent of the Student.

3. School Responsibilities.

- (a) The School shall ensure that the Students are assigned appropriately by evaluating Student competence and knowledge prior to the clinical experience. Only those Students who have satisfactorily completed the prerequisite portion of their curriculum will be selected for participation in the Program at the Hospital. Prior to the Students' clinical experience, the School shall provide the Hospital written verification that each Student is competent to perform basic emergency procedures, such as Cardio-Pulmonary Resuscitation. The School will retain ultimate responsibility for the education of its students.
- (b) Faculty provided by the School, if any, shall be duly licensed, certified or otherwise qualified to participate in the Program. The School will provide proof of licensure, certification or other qualifications to Hospital upon request.
- (c) The School shall select Students without regard to race, creed, sex, national origin, age, handicap or other prohibited basis. The School will assess or verify a Student's health prior to the clinical experience and require that each Student pass a medical examination acceptable to the Hospital prior to his or her participation in the Program, and at such times during his or her participation in the Program as required by law. Prior to the Students' clinical experience, the School shall provide written verification to the Hospital that each Student participating in the Program is free of communicable diseases, such as tuberculosis.
- (d) The School shall (or require that each Student to) carry appropriate professional liability insurance for each student of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide proof of such coverage to the Hospital. The School and HealthSouth agree that such insurance policies maintained by the School or Student: (i) shall be primary and that any insurance maintained by HealthSouth shall be non-contributing; (ii) must cover any claims made against the School, Hospital and HealthSouth relating to this Agreement; and (iii) shall be in full force and effect for a period of three (3) years after termination or expiration of the Student's clinical rotation at the Hospital. The School shall use its best efforts to have Hospital, HealthSouth Corporation, its subsidiaries and affiliates, and their officers, directors, employees and agents named as additional insureds. The School agrees that such insurance maintained by the School or Student may not be cancelled or materially changed without at least a thirty (30) day written notice to the Hospital.
- (e) The School agrees that and shall inform Students that it is the Students' responsibility for arranging their: (i) transportation needed to fulfill their responsibilities at the Hospital: (ii) room and board during their participation in the Program; and (iii) arrival and departure dates with the Hospital.
- (f) The School shall advise the Student that he/she will be required to sign a Statement of Confidentiality in the form attached hereto as <u>Exhibit A</u>.

- (g) The School shall advise the Student that he/she will be required to sign an Acknowledgement Form regarding HealthSouth's Drug and Alcohol Policy in the form attached hereto as Exhibit B.
- (h) The School shall advise the Student that he/she will be required to sign a Release Statement Certification regarding certain investigative background checks in the form attached hereto as Exhibit C.
- (i) The School shall advise the Student that he/she will be required to sign a Health Insurance Portability and Accountability Act (HIPAA) Student Training Documentation form regarding the confidentiality and privacy of patient protected health information in the form attached hereto as Exhibit D.

4. Hospital Responsibilities.

- (a) The Hospital shall provide all reasonable information requested by the School on a Student's work performance, and notify the School as soon as practical in advance of a clinical assignment or of any change in the Hospital's ability to take Students. The Hospital, in cooperation with the School, shall inform each Student of all relevant schedules, rules, and regulations of the Hospital, including HealthSouth's Drug and Alcohol Policy, and professional standards of practice. The Hospital shall provide each Student with a work schedule similar to that of a clinician. The Hospital shall complete and return all Student evaluations according to any reasonable schedule provided by the School.
- (b) HealthSouth shall carry appropriate professional liability insurance on its employees, but not any Students or faculty provided by the School, in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate and provide written evidence to the School upon reasonable request.
- (c) The Hospital may provide to the Students, to the extent possible, first aid for injuries including, but not limited to, needle sticks. However, the Hospital assumes no responsibility, financial or otherwise, beyond the initial first aid, and treatment and the payment for such treatment shall be the responsibility of the individual Student.
- (d) The Hospital shall provide clinical instruction to the Students and supervise the Students' clinical experience.
- (e) The Hospital is responsible for assuring that the healthcare and rehabilitation services received by its patients are performed in a competent, efficient and satisfactory manner. Therefore, the Hospital has the right to perform criminal background screening and drug and alcohol tests on Students **prior to** the Students' participating in the Program and randomly during their participation in the Program, regardless of whether the Hospital has reasonable suspicion of drug and/or alcohol usage by the Students.
- 5. **Student Withdrawal**. A Student may be withdrawn from the Program at any time by the School or the Hospital for any of the following documented reasons:
 - (a) Unprofessional or unethical behavior exhibited by the Student.
 - (b) Failure by the Student to meet any necessary academic requirements.
 - (c) Personal good cause including, but not limited to, medical emergencies.

- (d) Arrest for a felony or crime involving moral turpitude or theft.
- (e) Use of alcohol, drugs or other toxic or foreign agents which tend, in the Hospital's reasonable judgment, to limit or adversely affect the Student's duties and responsibilities.
- (f) Refusal to take a drug and alcohol test, or if a test proves positive for a measurable quantity of intoxicants, non-prescribed narcotics, hallucinogenic drugs, marijuana or other non-prescribed controlled substance, or any other violation of HealthSouth's Drug and Alcohol Policy.
- 6. Confidential Information. The School shall not disclose the terms of this Agreement to any person who is not a Student or a party to this Agreement, except as required by law or as authorized by HealthSouth. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material breach of this Agreement and shall provide HealthSouth with the option of pursuing remedies for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement upon written notice to School.
- 7. Term. The term of this Agreement shall be three years, commencing on August 1, 2010, and shall continue in effect for a period of three (3) years (the "Term"), unless earlier terminated: (i) by the parties upon mutual written consent; or (ii) by either party, with or without cause, upon at least ninety (90) days' prior written notice to the other. Students participating in a Program at the time of notice of termination shall be given the opportunity to complete their clinical rotation at the Hospital, with such completion not to exceed three (3) months. This Agreement does not automatically renew and will expire at the end of the Term. The parties agree in good faith to negotiate a new Agreement prior to the end of the Term should it be mutually desirable to continue the relationship.
- 8. **Notice.** All notices hereunder by either party to the other shall be in writing, delivered personally or by overnight courier and shall be deemed to have been duly given when delivered personally or one day after delivered to the overnight courier, charges prepaid and properly addressed to the respective parties at the addresses shown following each party's signature to this Agreement.
- 9. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of California. Notwithstanding the above, the parties expressly incorporate any requirement of federal, state or local law required to make this Agreement valid and enforceable.
- 10. Binding Effect. This Agreement shall be binding and shall inure to the benefit of the parties hereto, and their respective successors and assigns, and no Student or other party shall have any right under or by virtue of this Agreement.
- 11. Consents and Approvals. If any Student enters in a Hospital under the terms hereof, all consents and approvals required by the School shall be conclusively presumed to have been obtained and this Agreement shall be binding and enforceable against School.
- 12. Authority. The parties understand that HealthSouth is executing this Agreement solely as agent for its affiliates and subsidiaries which own or operate the hospitals providing clinical education experiences, each of which shall be considered the "Hospital" hereunder. Accordingly, this Agreement shall be deemed to be directly between the School and each Hospital providing the clinical education experiences for the School's Students. HealthSouth represents and warrants to School that it has the power and authority to execute this Agreement as agent for each Hospital.

- 13. Entire Agreement. This Agreement contains the entire agreement of the parties in connection with the subject matter hereof, and supersedes any and all prior and contemporaneous agreements between the parties, whether written or oral.
- 14. **Modifications**. This Agreement may not be changed orally, but may only be changed by an agreement in writing signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date and year first above written.

COAST	COMMUNITY	COLLEGE	DISTRICT:

By:
Jerry Patterson
President, Board of Trustees
1370 Adams Avenue
Costa Mesa, CA 92648

HEALTHSOUTH CORPORATION:



STATEMENT OF CONFIDENTIALITY

As a participant in clinical rotations at the Hospital, I hereby acknowledge my responsibility to keep all patient and business information of the Hospital and HealthSouth confidential, in accordance with federal and state laws and regulations and the Agreement made by and between the Hospital and School. Furthermore, I agree, under penalty of law, not to disclose: (i) specific information regarding any patient to any person or persons, except to authorized clinical staff and associated personnel as necessary to perform my clinical rotation duties; and (ii) any confidential business information of the Hospital and HealthSouth to any third party. This Statement of Confidentiality shall continue in effect after my clinical rotation at the Hospital has expired or terminated.

Dated this	day of	, 201
	•	
Nan	ne of Student (Pr	rint)
Sig	nature of Stude	nt



DRUG AND ALCOHOL POLICY ACKNOWLEDGEMENT FORM (CONFIDENTIAL)

By signing below, I hereby acknowledge that I have received a copy of HealthSouth's Drug and Alcohol Policy and agree that I will read the policy.

I understand that situations may occur in which I will be required to take a drug or alcohol test or submit to a search of my person or possessions in accordance with Hospital policy. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a drug or alcohol test; (ii) by refusing to allow a search; (iii) if a drug or alcohol test proves positive; or (iv) if a search discloses possession of a prohibited item, such as a weapon.

I further understand if I am involved in a work-related accident, I may be required to submit to a blood or urine test. I also understand that I may be withdrawn from participation in my clinical rotation at the Hospital: (i) by refusing to take a blood or urine test; or (ii) if such blood or urine test proves positive.

I also understand that upon my request I will be provided a list of all drugs / substances for which tests will be conducted.

I further understand that adherence to HealthSouth's Drug and Alcohol Policy is a condition of clinical rotation for all students and hereby consent to and accept such policy as a condition of my rotation.

Student Signature	Date
Student Printed Name	



RELEASE STATEMENT CERTIFICATION

I hereby authorize HealthSouth Corporation and/or its agents to make an independent investigation of my background for the purpose of confirming the information contained on my application and/or obtaining other information which may be material to my qualification for employment or participation in a clinical rotation within a Healthsouth hospital, and to conduct pre-employment or other employment related inquiries after I am hired or selected to participate in a clinical rotation at a Healthsouth Hospital (to the extent allowed by law). This investigation may access records maintained by both public and private organizations. Information requested may include, but is not limited to:

Professional and personal references Past and current employment Criminal and police records

instructions.

Credit history (Consumer Reports) Public records

Education

Motor vehicle records Professional credentials

Urine or blood tests to determine drug or alcohol use.

I authorize any individuals or entities contacted during this investigation to give you any and all pertinent information they may have, personal or otherwise, and release all parties from any and all liabilities, claims or law suits in regard to the information obtained.

I understand that the complete and final results of HealthSouth's investigation of my background may not be available to HealthSouth before employment, if any, with the Company commences. I also understand that the results of HealthSouth's investigation into my background may affect my employability, continuing employability or eligibility to participate in a clinical rotation within a Healthsouth hospital. .

The follow	ing is my tr	ue and complete lega	al name and all informat	tion is true a	nd correct	to the best of my kn	owledge.	
Signed: _				[Date:			
		(Applicant)						
		PLEASE <u>PRINT</u>	THE FOLLOWING INF	ORMATION	I. FILL IN	ALL BLANKS COM	IPLETELY:	
Last Name	e:		First Name:		N	liddle Name:		
Other nam	nes you hav	e used in the past 5	years. (Maiden name, r	nickname, al	lias, etc.):			
Present A	ddress:							
Previous:_								
Provide the	following info	ormation on places you	have worked or lived durir	ng the past five	e years:			
City	State	From: Month/Year	To: Month/Year	City	State	From: Month/Year	To: Month/Year	ì
City	State	From: Month/Year	To: Month/Year	City	State	From: Month/Year	To: Month/Year	
Driver's Li	cense #: _		State o	of License: _		* Date of Birth:		-
Social Sec If an inves Division.	curity Numb tigative con	er: sumer report is pulle	Pos d on me for employmen	sition Applyir at purposes,	ng For: I wish to r	eceive a copy of the	report from Trans	_ sUnion Birmingham
* Date of bit	rth is used or	nly for purposes of reco	d identification when requ	esting the abo	ve mention	ed reports.		
		<u> </u>		ACILITY USI				
Hospital Nu Requested	ıme: ımber: Bv:		must be completed by the Phone Number Secured Fax E-mail address	er: Number:	 .	-	_	ırly**
Job Title: _	(Must be	Supervisor or above)	Please indicate the t	ype of backgro	ound check	requested:		
o Credit	Required for	designated positions pr	ior to offer of employment.	Result:	Date	e: Source:		
	Required fo		ely upon candidate's	Result:_	Dat	e: Source:_		
o FACIS (OIG/GSA) So	creen through Certiphi	Screening Inc. Previousl	y performed t	through Co	rnerstone. Please see	the Compliance H	omepage for

Result:_____ Date:____

HIPAA Student Training / Orientation

Confidentiality and Privacy mean that the patients have the right to control who will see their protected health information. With the enactment of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), a patient's right to have his/her health information kept private, secure and confidential became more than just an ethical obligation of healthcare providers; it became a federal law.

Protected Health Information (PHI) includes patient identity, address, age, social security number and any other personal information that patients are asked to provide. In addition, protected health information includes why a person is sick or in the Hospital, what treatments and medications he/she may receive, and other observations about his/her condition or past health conditions.

Healthcare providers use information about patients to determine what services they should receive. Ask yourself before looking at any protected health information:

- Do I need this in order to perform my clinical rotation duties and provide quality care?
- What is the least amount of information I need to perform my clinical rotation duties?

Depending on your task, if you do not need to know confidential patient information, then you should not have access to it.

Ways to protect a patient's privacy include:

- Keep discussions about patient care private if reasonably possible by closing doors, pulling curtains and conducting discussions so that others cannot overhear.
- Keep medical records locked and out of public areas.
- If you find that you are overhearing someone else discuss patient information, let them know they can be overheard. and politely remind the individual of the Hospital's privacy policies.
- Do not release any patient information, unless your supervisor has obtained a written authorization from the patient.
- Do not leave messages on answering machines regarding a patient's condition or test results.
- If you should need to copy medical records to complete an assignment, ask your supervisor
 for permission before making copies. Redact the patient's personal identifiers (i.e. name, date
 of birth, address, medical record number, insurance information and social security number,
 if captured) prior to taking the record out of the hospital. Return all copies to the hospital
 and shred.
- If there are persistent problems regarding breaches of confidentiality or you have any questions, notify or contact your clinical rotation supervisor at the Hospital.

As a student participating in a clinical rotation at the Hospital, I recognize the patients' right to privacy and agree to abide by the Patient's Bill of Rights as posted within the Hospital.

Additionally, I agree that information relating to a patient's physical and/or emotional status will not be released or discussed except as needed for the care of that patient.

I also understand that breaking HIPAA's rules and regulations can mean either a civil or criminal sanction (penalty).

My signature below indicates that I have read and understood the above information, and will abide by the policies and procedures of the Hospital.

 Date	Student Signature	Student Name
	Employee Signature	Employee Name

ADDENDUM TO CLINICAL AFFILIATION AGREEMENT FOR NURSING FACULTY SUPERVISION OF STUDENTS

This Addendum is attached to and made a part of that certain Clinical Affiliation Agreement (the "Agreement") made by and between HEALTHSOUTH Corporation ("HEALTHSOUTH"), as agent for its affiliate or subsidiary HEALTHSOUTH ("Tustin Rehabilitation Hospital and hereinafter Facility") and <u>Coast Community College</u> District (Golden West College and hereinafter "School").

WITNESSETH:

WHEREAS, HEALTHSOUTH and School have entered into that certain Agreement dated <u>July 20, 2010</u>, wherein Facility will provide clinical and technical rotations in patient-care settings ("Program") to students ("Students") of the School; and

WHEREAS, School employs or contracts with instructors who are duly licensed, certified or otherwise qualified in a particular healthcare specialty ("Faculty"); and

WHEREAS, School and Facility desire for Faculty to supervise Student's clinical experience at Facility; and

WHEREAS, by mutual agreement of the parties hereto, the Agreement may be amended by written Addendum.

NOW THEREFORE, for and in consideration of the mutual covenants, the parties hereby agree as follows:

- 1. **Qualifications**. All Faculty provided by School shall be duly licensed, certified or otherwise qualified to perform health care services in their designated field. School shall provide Facility proof of such licensure, certification or other qualification upon request.
- 2. Health Verification. Prior to supervising the Students' clinical rotation, School shall provide Facility with written verification that Faculty providing clinical supervision are free of communicable diseases, such as tuberculosis.
 - 3. Orientation. School agrees that all Faculty providing clinical supervision must attend a Facility orientation on an annual basis for instruction on Facility rules, emergency procedures, patient confidentiality and other information appropriate to the Program. The scope of such orientation shall be determined by the Facility. School agrees that the rules and regulations of the Facility will apply to Faculty, including but not limited to, HEALTHSOUTH's Drug and Alcohol Policy. Notwithstanding the foregoing, no Faculty shall be considered an employee of HEALTHSOUTH while providing services for the School hereunder.
 - 4. **Faculty Responsibilities.** Faculty shall have the following responsibilities at the Facility:
 - a. Report to the charge nurse upon arrival and departure from Facility. Upon arrival, Faculty shall collaborate with charge nurse regarding appropriate assignments for Students.
 - b. Supervise all clinical experiences of Students, as appropriate to the skill and

knowledge level of the Students. Faculty must introduce Students to the patient prior to any patient care. The Students must be included in any patient consents prior to providing any patient care, or having access to any patient information.

- c. Approve and co-sign all documentation of patient medication administration.
- d. Report any significant changes of a patient's condition to a Facility Registered Nurse as necessary and give a summary of all patients' conditions at end of each clinical visit.
- e. Cooperate with Facility to assure that Facility complies with the requirements and standards of the Joint Commission on Accreditation of Healthcare Organizations, Centers for Medicare and Medicaid Services, and all other applicable entities, including federal, state and local regulatory agencies.
- 5. Professional Liability Insurance. At all times while Faculty supervises Students in the Program, School shall carry, or require Faculty to carry, professional liability insurance of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or, in the alternative, the appropriate statutory amounts as governed by the laws of the State. The School shall provide Facility with written evidence of this insurance prior to the Faculty's supervision of Students. School agrees to notify the Facility immediately of any change in the status of this insurance.
- 6. Independent Contractor. No Faculty shall be considered an employee, agent or representative of the Facility while providing services hereunder. No Faculty shall have any claim under this Agreement against HEALTHSOUTH for vacation pay, sick pay, retirement benefits or any other employee benefits of any kind. The parties agree that HEALTHSOUTH and the Facility do not control the professional judgment, treatment or other health care services rendered by the Faculty and sole responsibility of such remains with the Faculty.
- 7. Withdrawal From Program. Facility has the right to ask School to withdraw any Faculty from the Program at any time for any of the following documented reasons:

a. Unprofessional or unethical behavior.

b. Arrest for felony or crime involving moral turpitude or theft.

c. Use of alcohol, drugs or other toxic or foreign agents, which tend, in the Facility's reasonable judgment, to limit or adversely affect the Faculty's performance of his or her duties and responsibilities.

- d. Refusal to take a drug and alcohol test, or if that test proves positive for a measurable quantity of intoxicants, marijuana, hallucinogenic or other non-prescribed controlled substance or any other violation of HEALTHSOUTH's Drug and Alcohol policy.
- 8. The parties reaffirm and agree to be bound by all other terms of the Agreement. If any conflict between the terms contained in the Agreement and Addendum exists, then the terms of this Addendum shall control.

[signature page to follow]

IN Addendum	WITNESS this da	WHEREOF,	HEALT 	HSOUTH	and	School	have	executed	this
				HEAL	THSO	UTH Co	rporat	ion	
				Cheryl B. L Chief Huma Corporate H One Health Birminghar	an Res Iuman South	Resource Parkway	es		
				Coast Com	ımunit	ty Colleg	e Distr	ict	
				Ву:				_	
				Jerry Patte President, 1370 Adam	Board		tees		

Costa Mesa, CA 92626

Date: _____

COAST COMMUNITY COLLEGE DISTRICT CLINICAL EXPERIENCE ROTATION EDUCATIONAL AFFILIATION AGREEMENT

This Educational Affiliation Agreement is made and entered into by and between Coast Community College District (Orange Coast College) ("College") and Saddleback Memorial Medical Center, a California nonprofit public benefit corporation ("Facility").

RECITALS

- A. College has an approved program(s) for the instruction and training of students as identified on Exhibit "A", which is attached and incorporated herein, hereinafter referred to as "Program". Such Program requires field experience in the community.
- B. Facility owns and operates an acute care hospital that is appropriate for furnishing such experience, with campuses in Laguna Hills, California ("SMMC-LH") and San Clemente, California ("SMMC-SC").
- C. It mutually benefits Facility and College to allow the employees ("Faculty") and students ("Students") of Program to use Facility for their field experience, consistent with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the covenants, conditions and agreements hereinafter set forth, and in consideration of the mutual benefits to be derived therefrom, the parties agree as follows:

ARTICLE I General Information

- 1.1 The Program is an educational Program of College and not Facility. The Students participating in the Program shall be, at all times, under the exclusive control and are the exclusive responsibility of College.
- 1.2 College and Facility shall mutually set the times, place and subject matter for the Program that will be conducted at Facility.
- 1.3 College shall be responsible for assuring that Students observe the Facility's policies, rules and regulations and applicable state and federal law and that Students will refrain from doing anything that might prove detrimental to Facility or to its patients.
- 1.4 The Program shall be conducted without the payment of any consideration by College or Facility to the other or to any Student participating in the Program.

- 1.5 The Parties agree that all Student activities that are required, as a part of the Program will be performed under the appropriate supervision of a qualified Facility employee.
- 1.6 The length of the Student's clinical experience at Facility shall be agreed upon by the parties prior to the Student(s)' arrival at Facility.
- 1.7 The maximum number of Students who will be accepted at Facility at any one time for clinical training shall be determined by Facility.
- 1.8 College shall provide Facility with the Program Coordinator's name and contact information prior to the start of each Clinical Rotation.
- 1.9 College shall provide Facility with the educational objectives for the Program for Students gaining field experience at Facility under this Agreement prior to the start of each clinical rotation.
- 1.10 Facility may suspend or terminate any Student from field experience at Facility, acting with or without cause. A Student may be suspended immediately, if, in Facility's sole judgment and discretion, the Student's conduct or behavior threatens the health, safety or welfare of any patients, invitees, or employees at Facility. An immediate suspension shall be imposed by Facility on a temporary basis only until Facility can confer with College and attempt to resolve the suspension, but the final decision regarding the Student's continued participation in the field experience at Facility is vested in Facility.
- 1.11 Notice. All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested by overnight courier, or by electronic facsimile, confirmed in writing, addressed or delivered as follows:

If directed to Facility:

Saddleback Memorial Medical Center

Laguna Hills Campus 24451 Health Center Drive Laguna Hills, CA 92653

Attn: Kathy Dawson RN, CNO, VP Patient Care

Services

CC;

Saddleback Memorial Medical Center

24451 Health Center Drive Laguna Hills, California 92653 Attn: Clinical Service Coordinator

[CONTINUED ON NEXT PAGE]

CC:

Legal Department

Memorial Health Services 17360 Brookhurst Avenue Fountain Valley, CA 92708

If directed to College:

Orange Coast College

2701 Fairview Road P. O. Box 5005

Costa Mesa, CA 92628-5005

Attn: President

Cc:

Coast Community College District

1370 Adams Avenue Costa Mesa, CA 92626

Attn: Vice Chancellor, Administrative Services

Either party may change the address to which notices are to be delivered by giving notice hereinabove provided. Any notice shall be deemed to have been given, if hand delivered, or sent by overnight courier, as of the date delivered or if sent by electronic facsimile when confirmed in writing, or if mailed as provided herein, on the third (3rd) day after mailing.

ARTICLE II Term of Agreement

- 2.1 The term of this Agreement shall be for a period of five (5) years commencing on the first (1st) day of April, 2010 and terminating on the thirty-first (31st) day of March, 2015unless terminated in accordance with the provisions of this Agreement.
- 2.2 This Agreement may be terminated by either party, acting with or without cause, upon giving thirty (30) days prior written notice to the other party except that any Student already assigned to and accepted by the Facility shall be allowed to complete any in-progress clinical practicum assignment at Facility.
- 2.3 This Agreement shall immediately terminate if College's licenses, accreditations or certifications required for the Program are terminated, revoked, reduced, or any type of disciplinary action is taken against College by any accreditation or regulatory agency.

ARTICLE III Non-Discrimination

3.1 Neither College nor Facility shall discriminate unlawfully against any person because of race, color, religion, sex, creed, marital status, national origin, age or handicap, or on any other basis prohibited by law.

ARTICLE IV Responsibilities of COLLEGE

- 4.1 College shall provide Facility with the Student information as requested by Facility at least two (2) weeks before a Student is scheduled to begin training at Facility. Facility shall provide College with copies of the required Student information.
- 4.2 College agrees to comply with the Facility's policies, procedures and rules relating to the Program.
- 4.3 College shall maintain the health certification documentation for each Student for the time the Student is in training at Facility plus at least one (1) year beyond the date the Student completed training at Facility.
- 4.4 College shall obtain authorization from the Students to allow disclosure of Medical Information to Facility. College shall make all its health records pertaining to Student available for inspection by Facility upon reasonable notice.
- 4.5 Facility shall not be responsible for providing any part of the health examination or health clearance of Students, nor shall Facility be responsible for any part of the cost of providing such health clearance or maintaining the health records required by this Agreement. Facility may, at its sole option, provide health clearance services to a particular Student provided either College or Student agrees to pay for the services provided by the Facility.
- College shall immediately notify Facility in writing of any current or past Student in the Program, who has or had at the time of his or her field experience at Facility a medical condition that poses a health risk to patients, employees or invitees. If the Student is currently participating in field experience at the Facility, College shall remove Student until such time that he or she no longer poses a health threat. College shall provide Facility with a written medical clearance signed by the Student's treating physician prior to the Student returning to Facility.
- 4.7 College shall be responsible for Students' academic preparation. College ensures all Students have completed the required prerequisite didactic and clinical portion of the curriculum prior to their field experience at Facility.
- 4.8 College shall be responsible for the general conduct of its Students and their complying with Facility policies, rules and regulations and applicable state and federal laws, rules and regulations during their field experience at Facility.
- 4.9 College shall assure that instructors and students in the Program maintain the confidentiality of any and all patient and other information received in the course of the Program and do not discuss, transmit or narrate in any form any patient information of a personal nature, medical or otherwise except as necessary part of a patient's treatment plan of the Program.

- 4.10 College shall assure, to the satisfaction of Facility, that each Program Student, prior to any patient observation period or participation in any clinical experience, has received training in HIPAA compliance and blood and body fluid standard precautions consistent with the Center for Disease Control guidelines, including any Facility orientation requirements. College will certify in the Student enrollment form that the Student has completed the required training.
- 4.11 College shall appoint a person to coordinate the Program for College ("Program Coordinator"). The Program Coordinator shall supervise all aspects of College's involvement in Program. The Program Coordinator and other Faculty shall abide by the Facility's rules and regulations.
- 4.12 College shall arrange for periodic conferences between the Program Coordinator and Facility to evaluate the clinical experience provided under this Agreement.
- 4.13 College shall be responsible for obtaining and maintaining all licenses, accreditation and certifications necessary for the Program.

ARTICLE V Student's Responsibilities

- 5.1 College shall assure that Students understand and comply with their responsibilities under this Agreement as set forth below:
 - (a) Perform their functions in accordance with all the Facility's policies and rules and with the rules and policies of the specific department to which they are assigned;
 - (b) Comply with all applicable State and Federal laws and regulations, and the Joint Commission on Accreditation for Healthcare Organizations ("JCAHO") standards that apply to Facility;
 - (c) Student shall maintain health insurance and professional liability insurance coverage either through a program offered by College or individually;
 - (d) Arrange and pay for all of their own expenses, including their transportation, support, maintenance, health care and living accommodations;
 - (e) Report to Facility on time, timely contact College and Facility when they will be absent from the Facility when they are scheduled to be at the Facility, act in a professional manner and dress appropriately;
 - (f) Assume responsibility for personal illness, necessary immunizations, tuberculin tests, chest x-rays, and annual health examinations;
 - (g) Student shall reimburse Facility for any emergency health care or first aid provided by Facility;

- (h) Maintain the confidentiality of patient information; and
- (i) Avoid infectious or communicable diseases and inform Facility and College immediately if they have or might have been exposed to an infectious or communicable disease.

ARTICLE VI Facility's Responsibilities

- 6.1 Facility shall accept from College the mutually agreed upon number of Students and shall permit said Students and College Faculty access to Facility as Facility determines is appropriate for the purposes of providing the field experience expected in the Program.
- 6.2 Facility shall provide appropriate orientation and information regarding the policies, rules and regulations of the Facility to incoming Students and Faculty.
- 6.3 Facility shall designate a person at Facility who will coordinate the Students' experiences at Facility (Facility Coordinator).
- 6.4 Facility will provide evaluations to College of each Student's performance in the Program in a manner agreed upon by the parties.
- 6.5 Facility shall provide Students with any necessary emergency health care or first aid for accidents occurring at the Facility. Student or College shall be responsible for paying the Facility charges for such care.
- 6.6 Facility shall not decrease the number of staff or alter staffing patterns due to the presence or absence of students in assigned areas. Facility shall assure that its staff is sufficient in number, quality and stability in insure safe and continuous service to patients and families.
- 6.7 Facility shall, at all times, retain professional and administrative responsibility for patient care and all services rendered at Facility.

ARTICLE VII Independent Contractors

7.1 The parties expressly agree that this Agreement is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association between or among the College, Faculty, College Coordinator, Facility, Facility Coordinator and/or Students, but rather as an agreement by and between independent contractors. Facility shall not assume any liability under any employment or workers' compensation law based on Students and Faculty performing services, receiving education or traveling pursuant to this Agreement.

ARTICLE VIII Insurance

- 8.1 College at its sole expense will procure and maintain in full force and effect, with one (1) or more approved California insurance companies, or through a program of self insurance, adequate professional and general liability insurance to provide coverage against the perils of bodily injury, personal injury, and property damage, including the operation of a motor vehicles and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. Such insurance will cover College, its Faculty and Students. In the event that the professional liability policy is a claims made policy, College shall purchase a "tail" policy for a period of not less than five (5) years following the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
- 8.2 College will provide Facility with certificates of the foregoing coverage prior to execution of this Agreement and at least annually thereafter. College shall provide at least thirty (30) days' written notice to Facility of any substantial change to or cancellation of said insurance.
- 8.3 Each Student shall procure professional liability insurance either through a program offered by College, or individually at Student's own expense through an approved California insurance company with limits of at least One Million Dollars (\$1,000,000) each occurrence and Three Million Dollars (\$3,000,000) annual aggregate. In the event that the professional liability policy is a "claims" made policy, Student shall purchase a "tail" policy for a period of no less than five (5) years from the effective termination date of the foregoing policy. Said "tail" policy shall have policy limits in an amount not less than the primary professional liability policy.
- 8.4 Each Student shall procure adequate health care coverage to cover all necessary medical care either through a program offered by College or through individual coverage at Student's sole expense. Facility shall assume no responsibility for providing or paying for Student's medical care.
- 8.5 College shall procure and maintain Workers' Compensation insurance to cover its employees, agents and Students while participating in the clinical experience, in compliance with the statutory requirements of California law.
- 8.6 Facility will participate in the Memorial Health Services Self-Insurance Program to provide coverage against the perils of bodily injury, personal injury, and property damage and to cover such liabilities as are imposed by law and assumed under written contract, with limits of at least Three Million Dollars (\$3,000,000) each occurrence and Ten Million Dollars (\$10,000,000) annual aggregate. Facility will, upon request, provide College with evidence of the foregoing coverage. Facility shall provide at least thirty (30) days written notice to College of any substantial change to or cancellation of said insurance.

8.7 Obligations pursuant to Article VII shall survive termination or expiration of this Agreement.

ARTICLE IX Indemnification

- 9.1 College hereby agrees to defend, indemnify and hold harmless Facility, its parents, subsidiaries, directors, officers, attorneys, agents and their employees from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of College, its Faculty, agents or its employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of College's obligations hereunder.
- 9.2 Facility hereby agrees to defend, indemnify and hold harmless College, its Board of Trustees, employees, agents, officers, from and against claims, losses, liabilities, expenses (including reasonable attorneys' fees), judgments or settlements arising from injury to person or property, including death arising from any negligence on the part of Facility, its parents, subsidiaries, directors, officers, agents and employees in connection with or arising out of the acts or omissions in services performed under this Agreement or any breach or default in performance of any of Facility's obligations hereunder.
- 9.3 Obligations pursuant to Article IX shall survive termination or expiration of this Agreement.

ARTICLE X Compliance

- 10.1 Both parties agree to comply with all applicable State and Federal laws, rules and regulations, as they now exist or may hereafter be amended or changed, in the performance or carrying out of its obligations under this Agreement.
- 10.2 College shall ensure that all Students have not been excluded, currently or in the past, from participating in any Federal or State health care program. College shall immediately remove any Student from the field experience at Facility if the Student is excluded from participating in any Federal or State Health care program.
- 10.3 College agrees to amend this Agreement as may be necessary in order for Facility to maintain its tax-exempt financing or to obtain new tax-exempt financing. Immediately upon request by Facility, College shall execute any and all such amendments presented by Facility and shall return said fully executed original amendments to Facility forthwith.

10.4 For purposes of this Agreement, Students shall be considered "work force members," defined as individuals who are given access to Facility's protected health information ("PHI"), which means any information whether oral or recorded in any form or medium, created or received by Students and: (i) that relates to the past, present or future physical or mental condition of the patient; the provision of health care to the patient; or the past, present or future payment for the provision of health care to the patient; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the patient and shall have the same meaning as the term "protected health information" in 45 CFR §164.501. As members of the work force, Students will be required to participate in certain education and training related to security and protection of PHI. Both parties shall implement appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as contemplated by this Agreement.

ARTICLE XI General Provisions

- 11.1 <u>Assignment</u>. Subject to the restrictions set forth herein, this Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, and permitted successors and assigns. Neither party may assign this Agreement without the written consent of the other party.
- Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by a single arbitrator in the arbitration at Orange County, California, administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgement on any award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The discovery provisions of the California Code of Civil Procedure relating to arbitration, including the provisions of §1283.05, shall be applicable to the arbitration proceeding. The costs of any such proceeding shall be paid by the party instigating the arbitration unless such party is declared by the arbitrator to be substantially successful in securing the award of the determination sought by such party in such proceedings, in which event the costs of such proceedings shall be paid by the unsuccessful party or parties. Notwithstanding the above, in the event any party wishes to obtain injunctive relief or a temporary restraining order, such party may initiate an action for such relief in a court of law and the decision of the court of law with respect to the injunctive relief or temporary restraining order shall be subject to appeal only through the courts of law. Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, a joint request for such service may be made to the American Arbitration Association, or the parties may initiate such other procedures as they may mutually agree at such time. The provisions of this Section shall survive the termination of this Agreement.
- 11.3 Governing Law. This Agreement shall be governed by the laws of the State of California.

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- 11.4 <u>Captions</u>. Any captions to or headings of the Articles, Paragraphs, Sections or subparagraphs or subsections of this Agreement are solely for the convenience of the parties, and shall not be interpreted to affect the validity of this Agreement or to limit or affect any rights, obligations, or responsibilities of the parties arising hereunder.
- 11.5 Entire Agreement. This Agreement, including all exhibits, attachments and amendments hereto, contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations of or between the parties, either oral or written, relating to the subject matter of this Agreement, which are not expressly set forth in this Agreement are null and void and of no further force or effect.
- 11.6 <u>Modification</u>. This Agreement can be amended only with a written agreement signed by the parties. All such amendments shall be attached hereto and shall become part of this Agreement.
- 11.7 <u>Terminology</u>. Whenever the context hereof requires, the gender of all terms shall include the masculine, feminine, and neuter, and the number shall include the singular and plural.
- 11.8 <u>Interpretation</u>. No provision in this Agreement is to be interpreted for or against any party because that party or that party's legal representative drafted such provision.
- 11.9 <u>Waiver of Breach</u>. No breach of any provision hereof can be waived unless in writing. The waiver of any one breach of any provision of this Agreement shall not be deemed a waiver of any other breach of either the same or any different provision.
- 11.10 <u>Use of Name</u>. Neither party shall use the name, address, logo or other trademarks of the other party without the other party's prior written consent.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date of this Agreement duly authorized by all necessary and appropriate corporate actions to execute this Agreement.

FACILITY: Saddleback Memorial Medical Center	DISTRICT Coast Community College District
By: Kathy Dawson RN Title: Chief Nursing Officer / Vice President Chief Operating Officer	By: Title:President, Board of Trustees
Date:	Date:
COLLEGE: Orange Coast College	
By: Kevin Ballinger, Dean Title:Consumer & Health Sciences Date:	
Approved as to form:	·

Date: ____June 10, 2010

Title: __Associate Counsel, MHS

EXHIBIT "A"

PROGRAMS

Under this Educational Affiliation Agreement dated April 1, 2010, the Institution provides the following Programs:

- Cardiovascular Technology
- Respiratory Therapy
- Dietetic Tech
- Nutrition Care

CCCD Contract N	0.:
STANDA	RD ARCHITECTURAL SERVICES AGREEMENT
	Between
CC	OAST COMMUNITY COLLEGE DISTRICT
	and
For the	Project
	On the Property Located at

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STANDARD ARCHITECTURAL SERVICES AGREEMENT

and between Coperating purs	Coast Community College District, a community college district organized and control to California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District"), and the California Education Code Sections 70900 et seq. (the "District") et seq. (the "Dis
	The District and the Architect are sometimes referred to herein individually as a ollectively as the "Parties." This Agreement is made with reference to the
	<u>RECITALS</u>
the Architect sarchitectural se performing pro- shall be fully l	Each person performing professional architectural services hereunder on behalf of hall be fully licensed by the California Architects Board (the "CAB") to provide ervices in conformity with the laws of the State of California. Each person fessional engineering or surveying services hereunder on behalf of the Architect icensed by the California Board for Professional Engineers and Land Surveyors") to provide engineering or surveying services in conformity with the laws of the mia.
located at California (the	The District now owns, or is in the process of acquiring, certain real property in, "Site") at which the District currently, or in the future intends to, conduct college related administrative functions.
constructed up improvements Site. The desig	The District intends to cause a district or college facility to be designed and son the Site and/or cause certain modifications, alterations, additions and to be made to one or more of the buildings and/or other facilities located on the gn, construction, and/or improvement of said district or college facility is referred "Project". Exhibit "A" to this Agreement contains a more detailed description of
related services	The District wishes to engage the Architect to perform certain architectural and a in connection with the Project, and the Architect wishes to provide such services all subject to the terms and conditions set forth in this Agreement.
•	THEREFORE, for good and valuable consideration, the receipt and adequacy of by acknowledged, the Parties hereto agree as follows:
	GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE
District, subject article 2 of this	nd Supplemental Services. The Architect hereby agrees to perform for the to all of the terms and provisions of this Agreement, (a) the services identified in Agreement (the "Basic Services") and (b) if authorized by the District in writing ticle 3 of this Agreement those services identified in said Article 3 (the

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"Supplemental Services"). The Basic Services and the Supplemental Services are sometimes collectively referred to herein as the "Architect's Services". In performing the Architect's Services, the Architect shall comply with all of the terms and conditions of this Agreement, including without limitation the general conditions set forth in this Article 1 and any representations and warranties of the Architect set forth in this Agreement.

Standard of Care. The Architect's Services shall be performed in a manner consistent with professional skill and care and the orderly progress of the design and construction of the Project. The Architect represents that in performing the Architect's Services, the Architect (together with all individuals employed by or under the supervision of the Architect) will adhere to the standards of care and professionalism established or required by the CAB for architects licensed to practice in California. In addition, the Architect's Proposal for Architectural Services and Firm Qualifications dated ________, are included as Exhibit "M" and are incorporated into the Agreement to further establish the Architect's level of standard of care.

Key Personnel. Each and every one of the persons identified on Exhibit "B" to this Agreement ("Key Personnel") shall personally oversee the Architect's performance of its obligations under this Agreement. Each of the Key Personnel shall make himself or herself available to resolve any disputes or potential disputes that may arise during the Architect's performance of the Architect's Services. If, during the term of this Agreement, any of the Key Personnel should cease to be employed by the Architect or otherwise fail to personally oversee the performance of the Architect's Services, the Architect shall submit a replacement for such person, who may be approved or disapproved by the District in the District's sole discretion. The Architect's failure to submit a replacement acceptable to the District shall be cause for termination of this Agreement by the District pursuant to Section 7.2 below.

Budgets and Time Schedules. The Architect shall use its best efforts to adhere to all budgets and time schedules prepared by the Architect and/or the District in connection with the Project, and shall not exceed same except for reasonable cause. The Architect shall notify the District in writing immediately if and when the Architect determines that a reasonable possibility exists that any such budgets or time schedules will (or may) be exceeded. Such written notice shall specify the reasons why such budgets or time schedules will (or may) be exceeded.

<u>Completion Deadlines</u>. The Project consists of the following stages and phases, which are defined and described in Article 2 of this Agreement:

- > Preparation of Project Schedule
- Schematic Design Phase
- Design Development Phase
- > Submittal of Preliminary Drawings (Design Development completion level) to the State
- > Chancellor's Office (for courtesy review)

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- > Construction Documents Phase
- Submittal of Contract Documents to DSA (defined below)
- ➤ Approval of Contract Documents by DSA
- Submittal of DSA approved Contract Documents to State Chancellor's Office (for courtesy review)
- Bidding Phase
- Construction Phase
- Post-construction/Close out Phase

The Architect shall cause those stages and phases of the Project to be completed on or before the deadlines identified in the Schedule of Project Deadlines set forth at Exhibit "C". If at any time the Architect determines there is a reasonable likelihood the Architect will be unable to meet one or more of those deadlines, the Architect shall notify the District in writing. Such written notice shall specify the reasons why the Architect will (or may) be unable to meet the deadline(s) in question, and shall indicate the date(s) on which the Architect anticipates that the subject stage(s) or phase(s) will be completed. Except as noted below in this Section 1.5, the Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on conformance with the deadline nor a waiver of any remedies available to the District for the Architect's failure to comply with the deadline. However, if any such deadline is missed for reasons not caused by the Architect and not under the Architect's control, then the District will agree to a reasonable extension of that deadline. With respect to approval of the Construction Documents (as defined in Section 2.7.1 below) by California's Department of General Services, Division of the State Architect ("DSA"), if the DSA fails to approve the Construction Documents by the approval deadline set forth above, then the District will agree to a reasonable extension of that approval deadline if all of the following conditions are met: (a) the Architect submitted the Construction Documents (plus all related forms, applications and other submission materials required by the DSA) to the DSA on or before the submittal deadline set forth above; (b) the DSA's failure to approve the Construction Documents by the approval deadline is not based on the DSA's determination that those Construction Documents (or other such forms, applications, or submission materials) are inadequate or incomplete; and (c) the DSA's failure to approve the Construction Documents by the approval deadline is not otherwise caused by the negligent acts, errors, or omissions of the Architect.

<u>Confidentiality</u>. The Architect shall maintain the confidentiality of any and all information provided to the Architect by the District, unless otherwise required by law. Unless the Architect is notified to the contrary by the District in writing, the Architect should presume that all such information (including without limitation information pertaining to budgetary matters and/or hazardous materials) is confidential. The Architect shall not release any such information (except to the persons identified in the following sentence) without the District's prior written

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consent. The Architect shall require its employees, subcontractors, consultants, and other third parties to whom the Architect is permitted or required to disclose such information in the performance of the Architect's duties under this Agreement to similarly maintain the confidentiality of such information. Notwithstanding the foregoing, nothing set forth in this Section 1.6 shall cause the Parties to treat as confidential any information which is identified by Section 17.18 as not being confidential. Moreover, nothing in this Section 1.6 shall prohibit the release of information to the extent and in the manner that such information is authorized to be released pursuant to Section 17.8 below.

<u>Conflicts of Interest; Litigation</u>. The Architect shall not, without the District's prior written consent, engage in any activity or accept any employment, interest or compensation that would reasonably appear to compromise the Architect's professional judgment with respect to the Project. Further, the Architect represents and warrants that it has no unresolved litigation pending against it for claims based on services provided by the Architect.

Knowledge of and Compliance with Applicable Laws. The Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall at all times during the term of this Agreement have sufficient knowledge of all laws, statutes, ordinances, regulations, and other legal requirements (including, without limitation, any rules and guidelines promulgated thereunder) applicable to the design and/or construction of the Project and/or otherwise applicable to any of the Architect's Services (collectively, "Applicable Laws") necessary to enable the Architect to perform the Architect's Services (including without limitation preparation of any documents required to be prepared hereunder by or with the assistance of the Architect) in conformance with Applicable Laws. In the performance of the Architect's Services, the Architect, and all persons and/or entities performing the Architect's Services on behalf of Architect, shall comply with all Applicable Laws.

Compliance with Requests of Government Agencies. Unless otherwise directed by the District, the Architect shall respond to and comply with requests relative to the Project made by any and all federal, state, regional or local governmental entities having jurisdiction over the Project (collectively, "Governmental Agencies"), including without limitation: the California Department of Finance ("DOF"); the DSA; the California Department of General Services, California's State Allocation Board ("SAB"); the California State Public Works Board ("SPWB"); and the building department, planning department, zoning department, health department, public works department, or any similar department, agency, or subdivision of any city or county having jurisdiction over the Project.

Ownership of Architect's Work Product. All plans, specifications, drawings, and estimates relative to the Project prepared by the Architect and/or its employees, subcontractors and consultants (collectively, the "Project Documents") shall be and remain the property of the District. Without limiting the generality of the foregoing, the Project Documents include the Project Schedule, the Budget, the Schematic Design Documents, the Design Development Documents and the Construction Documents, all as defined in Article 2 below. Also without limiting the generality of the foregoing, the Project Documents shall be and remain the property of the District regardless of the format on which said items are prepared or stored, including without limitation paper copies, original or reproducible transparencies, AutoCAD R-2007 files

(or similar computer-aided drafting or design formats), or other types of computerized data. Finally, and again without limiting the generality of the foregoing, the District specifically maintains ownership of the design of the Project and the design of any buildings or other improvements which are a part thereof, despite the fact that such design may have been created or prepared by the Architect or its employees, subcontractors, and consultants, and such design may not be re-used by the Architect or its employees, subcontractors, or consultants without the specific prior written consent of the District. Notwithstanding the foregoing, the official copyright in all Project Documents shall remain with the Architect; however, the Project Documents themselves shall be the property of the District as set forth in this Section 1.10, and the District may use the Project Documents in the manner and for the purposes specified in Sections 1.10.1, 1.10.2, and 1.10.3 below.

- 1.1.10.1 Right to Use. The Architect grants to the District the right to use and reuse all or any part of the Project Documents at the District's sole discretion and with no additional compensation to the Architect, for the purposes of (a) construction of all or part of the Project; (b) the repair, renovation, modernization, replacement, reconstruction, or expansion of the Project; or (c) the construction of another project by or for the District for the District's ownership and/or use. The District is not bound by this Agreement to employ the services of the Architect in the event any of the Project Documents are used for such purposes. The District shall be able to use or reuse the Project Documents for these purposes without risk of liability to the Architect or third parties with respect to the condition of the Project Documents, and the use or reuse of the Project Documents for these purposes shall not be construed or interpreted to waive or limit the District's right to recover for latent defects or for errors or omissions of the Architect; provided, however, that any use or reuse by the District of the Project Documents on any project other than this Project without employing the services of the Architect shall be at the District's own risk with respect to third parties. If the District uses or reuses the Project Documents on any project other than this Project without employing the services of the Architect, it shall remove the Architect's seal from the Project Documents and indemnify and hold harmless the Architect from claims arising out of the use or re-use of the Project Documents on such other project. The Architect shall not be responsible or liable for any revisions to the Project Documents made by any person or entity other than (i) the Architect, (ii) a person or entity acting on behalf of the Architect and/or for whose acts Architect is responsible or liable, or (iii) any person or entity approved in writing by Architect to revise the Project Documents.
- 2. 1.10.2 <u>License</u>. This Agreement creates a non-exclusive and perpetual license for the District to copy, use, modify or reuse any and all Project Documents and any intellectual property rights therein. The Architect shall require any and all of the Architect's subcontractors and consultants to agree in writing that the District is granted a non-exclusive and

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perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

3. 1.10.3 Right to License. The Architect represents and warrants that the Architect has the legal right to license any and all copyrights, designs, and other intellectual property embodied in the Project Documents that the Architect prepares or causes to be prepared pursuant to this Agreement. The Architect shall indemnify and hold the District harmless pursuant to Article 11 of this Agreement for any breach of this Section.

SCOPE OF ARCHITECT'S SERVICES

Basic Services Applicable to All Stages and Phases of the Project.

General Architectural and Engineering Services. The Architect shall perform any and all architectural design, structural engineering, civil engineering, mechanical engineering, electrical engineering, landscape architecture, and construction administration services, and any other professional architectural services requested by the District (other than the Supplemental Services), which in the opinion of the Architect and/or the District are necessary for the completion of the Project.

Coordination With and Oversight by Program Manager. The District may, at its option, utilize the services of a construction program manager (the "Program Manager") in connection with the Project. The Program Manager's duties may include any or all of the following, at the District's discretion: acting as an advisor to the District and to the Architect in the areas of construction technology, constructibility, scheduling, markets, and/or costs; assisting the District and the Architect with identifying early purchase or long lead-time items; assisting the District and the Architect with the preparation of Contract Documents (as defined in Section 2.7.1 below); assisting the District and the Architect in obtaining bids and awarding either one (1) Construction Contract (defined in Section 2.7.1 below) to the General Contractor (defined in Section 2.7.1 below), or awarding multiple Construction Contracts to multiple contractors for various aspects of the Project (the "Prime Contractors"); and coordinating negotiations relative to the construction of the Project. If the District elects to utilize the services of a Program Manager, then the Architect shall cooperate with the Program Manager in connection with the performance of the Architect's duties hereunder.

Assistance with Government Approvals. The Architect shall assist the District in obtaining required approvals from Governmental Agencies necessary for the design, construction, and commencement of operation of the Project, including without limitation approvals relative to the provision of electrical, gas, water, sanitary or storm sewer, telephone, and other utilities to the Site.

Attendance at Project Coordination Meetings; Responsiveness; Preparation of Minutes. The Architect shall attend regular Project coordination meetings (at such times and places as established by the District in its discretion) between the Architect, its consultants, the District's representatives, the District's consultants, the Program Manager and the General

Contractor (as defined in Section 2.7.1 below) throughout the design and construction of the Project. The Architect shall respond promptly with respect to matters assigned to the Architect for action or resolution. The Architect shall make a written record of all such meetings, and of any other meetings, conferences, discussions, and decisions made between or among the District, the Architect, the Program Manager and the General Contractor during all phases of the Project and concerning any material condition in the requirements, scope, performance and/or sequence of the Work (defined below). The Architect shall provide a copy of such record to the District. As used herein, the term "Work" means the construction and services required by the Contract Documents (as defined in Section 2.7.1 below), whether incomplete, partially completed or fully completed, and includes all other labor, materials, equipment and services provided or to be provided by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) to fulfill the General Contractor's (or Prime Contractors') obligations. Notwithstanding the foregoing, upon written notice to the Architect from the District or the Project Manager, the written records of any or all such meetings, conferences, discussions and decisions (as specified in the notice) shall be prepared by the Project Manager rather than by the Architect.

Attendance and Presentations at Public Meetings. To the extent requested by the District, the Architect shall prepare for and make formal presentations to the District's Board of Trustees, and shall attend public hearings and other public meetings related to the Project.

<u>Existing Utilities</u>. The Architect shall be responsible for determining the capacity of any existing utilities serving the Site, and for any design or documentation required to make points of connection to existing utility services or relocation of existing utilities at the Site required for the Project.

Revisions of Documents to Correct Inconsistencies. If the District at any time discovers that any of the Project Documents do not conform to written instructions previously given to the Architect by the District, the District shall promptly notify the Architect of the discrepancy, and the Architect shall promptly revise the Project Documents to conform to those written instructions.

Changes Required by Government Agencies. If any Government Agency (or any other third party having the legal right to do so) requires that any of the Project Documents be modified or that additional Project Documents be prepared, the Architect shall so modify and prepare the Project Documents upon the District's request. If the requirement arises prior to the completion of the Design Development Documents, such modification or preparation shall be Basic Services. If the requirement arises after the completion of the Design Development Documents, such modification or preparation shall be Supplemental Services.

Assistance with Legal Proceedings. To the extent requested by the District, the Architect shall attend legal hearings and proceedings, and cooperate with the District's attorneys in preparation for such hearings and proceedings, relating to third-party claims against the District which either (a) allege errors or omissions on the part of the Architect, or (b) in the opinion of the District may have arisen from errors or omissions on the part of the Architect.

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Architect's Employees, Engineers, Subcontractors and Consultants. As part of the Basic Services, the Architect shall comply with the provisions of Article 10 hereof with respect to any and all of the Architect's employees and any engineers, subcontractors, and consultants employed or retained by the Architect.

<u>Graphics and Signage</u>. The Architect shall provide design and other services required for or in connection with interior and exterior graphics and signage following the standards provided by the District.

General Project Administration. The Architect shall manage the Architect's Services and administer the Project as described in Article 2. The Architect shall consult with the District, research applicable design criteria, attend meetings relative to the Project, and communicate with other individuals and entities involved in the Project. The Architect shall issue written progress reports to the District on either a biweekly or monthly basis as directed by the District. The Architect shall coordinate the services provided by the Architect and the Architect's employees, subcontractors, and consultants with those services provided by the District and the District's employees and consultants. To the extent the District elects to use the services of a Program Manager on the Project, the Architect shall perform some or all of its services under this Section 2.1.12 in conjunction with the Program Manager, as directed by the District. The Architect will be required to utilize the document control software, Expedition, implemented by the District for management and tracking of all correspondence and submittals.

<u>Submittal Requirements</u>. The Architect shall submit to the District or the Program Manager the documents identified in <u>Exhibit "D"</u> at the times and in the quantities identified in that Exhibit "D".

Specification Format. The District will provide a set of standard specifications reflecting format, terminology, products, materials, and construction methods and procedures that are generally acceptable on District projects. These standard specifications are intended to serve as a guide. The Architect shall review the standard specifications and determine the extent to which the various sections and paragraphs are applicable and the extent to which modifications are required. Where, in the opinion of the Architect, modifications in either format, terminology, products, materials, or construction methods and procedures are required, Architect shall identify the modifications in the specifications for District attention, review, and approval. The standard specifications are not intended to limit the Architect's discretion to propose other products, materials, or construction methods and procedures. Neither the provisions of the standard specifications established by the District nor Architect's use of the standard specifications as a guide to prepare specifications shall derogate from the Architect's responsibility to prepare the Construction Documents.

<u>Notice to Proceed</u>. The Architect shall not commence the performance of any of the Architect's Services until the District has delivered to the Architect a letter signed by the District expressly directing the Architect to commence the performance of the Architect's Services (the "Notice to Proceed").

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Project Schedule. Not later than 14 days after the District's delivery of the Notice to Proceed, the Architect shall prepare and submit to the District a schedule (the "Project Schedule") that identifies milestone dates for the commencement and completion of the various stages of design and construction of the Project, including all stages and phases identified in Exhibit "C" hereto, together with any other important dates or deadlines (including without limitation dates by which the District must provide the Architect with information relative to one or more such stages in order to allow the Project to continue on schedule) which the Architect deems material to the Architect's successful administration of the Project. Any such revisions to the Project Schedule shall also include allowances for time required by the District and by Governmental Agencies to review documents and information submitted to them in connection with the design and construction of the Project. Nothing in the Project Schedule shall conflict with or extend the completion deadlines set forth in Exhibit "C" hereto. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when revising the Project Schedule. The Architect shall adhere to the Project Schedule in administering the Project. If at any time the Architect determines there is a reasonable probability the Project will not progress as quickly as required by the Project Schedule, the Architect shall notify the District in writing. Such written notice shall identify the anticipated delay, specify the reasons therefor, and indicate the effect of that delay on the subsequent items of the Project Schedule. The Architect's delivery and/or the District's receipt of any such notice shall neither be deemed a waiver of any rights the District may have to insist on adherence to the Project Schedule nor a waiver of any remedies available to the District for any failure to adhere to the Project Schedule.

Budget.

Definition of Project Construction Cost. As used in this Agreement, the term "Project Construction Cost" shall mean the total cost incurred by the District for construction materials, construction services and any other Work in connection with the Project. Design contingency and construction escalation are to be calculated into the Project Construction Cost. A separate construction contingency is to be added to all estimates, which is not to be included in the Project Construction Cost amount. The cost of construction management and construction supervision services incurred by the District shall be excluded from the definition of Project Construction Cost. Project Construction Cost shall not include: (a) amounts payable to the Architect under this Agreement; (b) compensation payable to the Architect's subcontractors or consultants; (c) the District's cost of acquiring the Site; (d) amounts payable by the District to the Architect pursuant to Section 2.7.1 below for the Architect's preparation of Initial As-Built Drawings (as defined in Section 2.5.4 below); (e) financing costs, if any, payable by the District in connection with the Site and/or the Project; (f) the cost of construction management and construction supervision services incurred by the District; (g) permit fees and other charges imposed by Governmental Agencies for plan review, building permits, or other governmental services or approvals relative to the Project; (h) costs of surveys; and (i) costs of obtaining any environmental assessments and any other hazardous materials testing and/or remediation costs.

Obligation of Architect to Design Within Budget. Subject to the provisions of Section 2.4.5, it is the obligation of the Architect to design the Project in a manner that will enable the Project to be completed for an amount that does not exceed the Budget. No adjustments shall be

made to the Budget, except for (i) adjustments caused by fluctuations in general levels of prices in the construction industry as reflected by the Engineering News-Record Index; (ii) adjustments caused by changes requested in writing by District to the Conceptual Design/Architectural Program; or (iii) other adjustments to the Budget that the District determines, in its sole discretion, are appropriate or necessary. To increase the likelihood that the Project Construction Cost will neither substantially exceed nor substantially fall short of the Budget, the Architect shall include in its design of the Project optional features, elements, components, treatments, and other items that may be added to or deleted from the Project for the purpose of adjusting the Project Construction Cost (collectively, the "Optional Features"). The number and types of Optional Features shall be mutually agreed upon by the Architect and the District; provided, however, that each of the Optional Features shall contemplate only the addition or deletion of "non-essential" features, elements, components, treatments or other items. As used in the preceding sentence, "non-essential" means such features, elements, components, treatments, or other items that are not deemed by the District to be necessary to the Project. Without limiting the generality of the foregoing, the Optional Features shall with rare exception be limited to decorative/aesthetic elements or alternate construction materials. An Optional Feature shall be identified as an additive or deductive alternate in the Construction Documents (defined in Section 2.7.1 below), or by means of a simple narrative, or in some other manner mutually agreed upon by the Architect and the District. To the extent possible, each Optional Feature shall be described and/or depicted so as to enable the Optional Features to be added or deleted without the need for the plans and specifications to be re-designed or re-drawn. The estimated cost of incorporating the Optional Features into (or removing them from) the Project shall total approximately five percent of the Budget.

Modification of Budget Based on Delay in Preparation of Contract Documents. If the Contract Documents (defined in Section 2.7.1 below) are not completed and delivered to the District and bidding thereon has not commenced within three and one-half months after the DSA approves the Construction Documents, then the Architect shall, upon the District's request, revise the Budget to reflect changes in the general level of prices in the construction industry between the date of the District's initial approval of the Budget and the date on which the District intends to seek bids for the Work. If the Architect's failure to complete or deliver the Contract Documents within the time specified above was caused by the District's delay, or if the District's delay prevented the bidding from commencing within the time specified above, or if the revisions to the Budget are needed due to the District's delay, then the Architect's revision of the Budget pursuant to this Section 2.4.3 shall be Supplemental Services for which the Architect shall be compensated pursuant to Article 3 below. In all other cases, the Architect's revision of the Budget pursuant to this Section 2.4.3 shall be Basic Services.

Modification of Budget Upon Receipt of Bids. The Budget shall be the acceptable estimate of Project Construction Cost to the District as submitted by the Architect until such time as bids have been received pursuant to Section 2.8 below, whereupon the Budget shall be revised to reflect the bid results and any contingencies as determined by the District and the Program Manager. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then each portion of the Budget corresponding to the Work to be performed by each Prime Contractor shall be revised pursuant to this Section 2.4.4 upon the District's acceptance of

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each such Prime Contractor's bid. Nothing in this paragraph shall restrict the District's rights as set forth in Section 2.4.5 below.

<u>Percent or Less</u>. If the lowest bid received by the District is less than the Budget, or exceeds the Budget by an amount equal to or less than five percent (5%) of the Budget, then the District may direct the Architect to exclude or include one or more Optional Features. The determination of which Optional Features to exclude or include pursuant to this Section 2.4.5 shall be made by the District in its sole discretion.

District's Rights Where Lowest Bid Exceeds Budget by Greater Than Five Percent. If the lowest bid received exceeds the Budget by more than five percent, the District may (a) give written approval to increase any item of the Budget to equal the lowest bid received, (b) authorize rebidding of all or any portion of the Project within a reasonable time; (c) abandon the Project and terminate this Agreement in accordance with Article 7 below; or (d) require the Architect to modify the Construction Documents (at no additional cost to the District) in order to reduce the estimated Project Construction Cost to a level that falls within the Budget. If the District requires the Architect to revise the approved Construction Documents pursuant to clause (d) above, revisions proposed by the Architect shall be consistent with the design and architectural criteria previously established and/or approved by the District for the Project, and shall not materially compromise (as determined by the District in its reasonable judgment) those criteria or the aesthetic, structural or functional elements of the Project.

<u>Phased Construction</u>. If the District requests that the Project be bid or constructed in phases, the Architect shall prepare appropriate bid documents at no additional expense to the District. Notwithstanding the foregoing, if the bidding of said phases is separated by six months or more, then the preparation of such bid documents shall be considered Supplemental Services, to the extent any such delay causes the cost to prepare such bid documents to increase.

<u>Schematic Design Phase</u>. The obligations of the Architect set forth in this Section 2.5 shall be referred to as the "Schematic Design Phase". The services to be performed by the Architect pursuant to this Section 2.5 shall be referred to as the "Schematic Design Services".

Schematic Design Documents. Promptly following the District's issuance of the Notice to Proceed, the Architect shall prepare, for approval by the District, documents establishing three conceptual designs of the Project illustrating the scale and relationship of Project components ("Schematic Design Documents"). The Architect shall submit Schematic Design Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Schematic Design Documents. Without limiting the generality of the foregoing, the Schematic Design Documents shall include: a general description of the Project; a conceptual site plan; preliminary building plans, sections and elevations; perspective sketches; outline specifications; code analysis; area (assignable and gross square footages) tabulation; and any other drawings or documents requested by the District. Preliminary selections of major building systems and construction materials shall be noted on the drawing or described in writing as part of the Schematic Design Documents. The design of the Project as shown on the

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Schematic Design Documents, and the construction requirements specified therein or made necessary by such design, shall comply with all Applicable Laws. Once schematic design is approved by the program manager, the architect will prepare a 3D animation "fly around" presentation of the structure and present same to the Administration and Board members as needed. A maximum of three presentations is included in this Agreement.

Budgetary and Scope Constraints. The Architect shall perform the Schematic Design Services in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The District understands and acknowledges, however, that the Architect makes no warranties or guaranties of the Project Construction Cost. The Architect shall prepare a schematic design cost estimate at the completion of the Schematic Design Phase. The Architect's estimate at the completion of the schematic design phase shall include in the total Project Construction Cost a 15% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

Investigation of Existing Conditions and Preparation of Initial As-Built Drawings. Prior to and during the course of the Architect's performance of the Schematic Design Services, the Architect shall investigate existing conditions or facilities at the Site as necessary to effectively prepare the Schematic Design Documents. If the Architect needs to review "as-built" drawings of the buildings, facilities and other improvements existing on the Site as of the date of this Agreement (the "Initial As-Built Drawings") in order to prepare the Schematic Design Documents, and if such Initial As-Built Drawings are incomplete or do not exist, then the Architect shall deliver a written proposal to the District identifying the need for the Architect to prepare the Initial As-Built Drawings, the scope of work proposed to be undertaken by the Architect in connection with that preparation, and the number of hours which the Architect expects will be required of it to prepare the Initial As-Built Drawings. Upon and to the extent of the District's written approval of the Architect's proposal, the Architect shall prepare any such Initial As-Built Drawings. The Architect shall be compensated pursuant to Section 5.1 below for preparation of the Initial As-Built Drawings. Nothing in this Agreement shall warrant the accuracy of any existing Initial As-Built Drawings provided by the District.

<u>Design Development Phase</u>. The obligations of the Architect set forth in this Section 2.6 shall be referred to as the "Design Development Phase".

Design Development Documents. Upon the District's delivery of the Notice to Proceed, the Architect shall prepare design development documents ("Design Development Documents") for written approval by the District. The Architect shall submit Design Development Documents as listed in Exhibit "D". If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing the Design Development Documents. The Design Development Documents shall illustrate and define the refinement of the design of the Project, establishing the scope, relationships, forms, size and appearance of the Project by means of site plans, floor plans, elevations, cross sections, and other documents necessary to depict the design of the Project. The Design Development Documents shall also include: typical construction details; equipment

layouts; landscape conceptual plans; architectural information to fix and illustrate the size, character, and quality of all Project components as they relate to the District's program requirements; updated code analysis; updated area tabulations; and such other essentials as may be deemed appropriate by the Architect and/or the District. The Design Development Documents shall also include specifications that identify major materials and systems (including civil, structural, mechanical, and electrical systems) and establish in general their quality levels. The Architect shall provide samples of all finish materials listed in the materials/color schedule. These samples shall be accurate with respect to the actual finishes, textures, and colors being proposed. Material samples shall be mounted and displayed on presentation boards and be presented for review and approval by the District.

Budgetary and Scope Constraints. The Architect shall prepare the Design Development Documents in such a manner as not to exceed the budgetary and scope constraints established by the District, unless otherwise directed by the District in writing. The Architect shall prepare a detailed construction cost estimate at the completion of the Design Development Phase. The Architect's detailed estimate at the completion of the design development phase shall include within the total Project Construction Cost a 10% design contingency and escalation. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction. The Architect shall prepare a complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of the FPP may be found on the State Chancellor's Office website at www.ccco.edu.

<u>Selection of Manufactured Items</u>. The Architect shall cooperate and consult with the District in use and selection of manufactured items which are to be incorporated into the Project and/or shown in the Design Development Documents, including without limitation paint, hardware, plumbing, mechanical and electrical equipment, fixtures, roofing materials, and floor coverings. All such manufactured items shall be standardized to the District's criteria to the extent such criteria do not interfere with Project design and are in compliance with the requirements of *Public Contract Code* Section 3400.

Consideration of Costs and Funding Sources. The Architect shall consider operating and maintenance costs when selecting systems for the District and when preparing the Design Development Documents. The Architect shall prepare the Design Development Documents so as to allow the District to utilize grants and outside funding sources which the District has identified and as to which the District has given reasonable advance notice to the Architect. To the extent that the Architect is aware of any grants or funding sources whose availability may depend upon specific features of the Project's design, the Architect agrees to notify the District of those grants or funding sources when preparing the Design Development Documents. In preparing the Design Development Documents, and in any subsequent efforts by the Architect relative to the design of the Project, the Architect shall work with the District to consider and utilize funding from grants and alternative funding sources.

<u>District's Election Regarding Alternate Design Documents</u>. Up through the District's approval of the Schematic Design, the District may request that the Architect (a) prepare alternate Schematic Design Documents based on different construction concepts proposed or adopted by

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the District, (b) prepare the Schematic Design Documents such that they will permit the Contract Documents (as defined in Section 2.7.1 below) to allow for portions of the Work to be performed under separate construction contracts, or (c) prepare the Schematic Design Documents such that they will permit the Contract Documents to allow for the deferral of the construction of certain buildings, facilities, or other portions of the Project. If the District makes such a request during the Schematic Design Phase (or, if the request arises due to the fault of the Architect or is needed to prevent the Project from exceeding the Budget), then such services shall be included as part of the Basic Services. In all other cases, such services shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

<u>Construction Documents Phase</u>. Error! Bookmark not defined. The obligations of the Architect set forth in this Section 2.7 shall be referred to as the "Construction Documents Phase".

Definition of Contract Documents, As used herein, the term "Contract Documents" shall include the following: (a) an agreement ("Construction Contract") between the District and the licensed general contractor to whom the District will award the right to act as the District's general contractor for the Project (the "General Contractor") specifying the General Contractor's rights and obligations with respect to the construction of the Project and including, among other things, general and supplementary conditions of the Construction Contract ("General Conditions"); (b) plans, specifications, drawings, addenda, and other documents (the "Construction Documents") which (i) set forth in detail the requirements for the construction of the Project, (ii) describe the quality, configuration, size and relationships of all components to be incorporated into the Project, and (iii) are consistent with the Design Development Documents, the Budget, and the Project Schedule; (c) information, documents and forms relative to the bidding of the construction work for the Project and the procurement of materials for the Project, including without limitation (i) descriptions of the time, place and conditions of bidding, (ii) proposal forms, (iii) bidding forms, and (iv) a requirement that the General Contractor provide operation manuals and adequate training for the District in the operation of mechanical, electrical, heating, air conditioning, and other systems installed by or at the direction of the General Contractor (the "Bidding Documents"); and (d) a comprehensive project manual for the Project containing all design and construction requirements (including without limitation details as to the quality levels of materials and systems required for the Project) with which the General Contractor, subcontractors and material suppliers must comply in connection with the Project (the "Project Manual"). Without limiting the generality of the foregoing: (1) the Contract Documents shall set forth in detail the requirements for the Work in conformity with all Applicable Laws and requirements of the DSA; (2) the Contract Documents shall show all the construction work to be done, the materials, workmanship, finishes, and equipment required for the Project; (3) the Construction Documents (together with any other portions of the Contract Documents that the District may specify subsequent to the execution of this Agreement) shall be prepared in the formats required by Section 2.7.4 below; and (4) the Contract Documents shall contain any information necessary to inform the General Contractor and all subcontractors of the requirements of any Owner Controlled Insurance Program ("OCIP") applicable to the Project, and of the fact that the General Contractor and subcontractors are not to include insurance cost in their bids to the extent that insurance is to be provided under the OCIP. If the District elects to use multiple Prime Contractors rather than a single General Contractor, then all references herein

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to the Construction Contract shall be deemed to refer to each agreement entered into between the District and any Prime Contractor. If the District elects to use multiple Prime Contractors, it shall constitute Supplemental Services and shall be subject to the provisions of Article 3 below.

Preparation of Construction Documents. Promptly following the District's approval of the Design Development documents and receipt of a written Notice to Proceed with Construction Documents Phase, the Architect shall prepare the Construction Documents, as well as those portions of the Project Manual which are to be prepared by the Architect hereunder, based on the Design Development Documents approved by the District. The Architect shall deliver such items to the District for its review and approval when such items are 50% complete, 95% complete and 100% complete. The Architect shall submit Construction Documents as listed in Exhibit "D". The Architect shall also assist the District and its attorneys in the preparation of the Construction Contract (including the General Conditions) and the Bidding Documents. If the District has identified a Program Manager for the Project, the Architect shall work with and consider the advice and recommendations of the Program Manager when preparing (or assisting in the preparation of) the Contract Documents. The Architect shall modify the Construction Documents to include any revisions required by the District as a condition to its approval of the Construction Documents, A final 100% updated materials board is to be submitted with the 95% Construction Documents submittal. The Architect shall also prepare and deliver to the Program Manager a detailed estimate of the Project Construction Cost at 50% completion, 95% completion and 100% completion (DSA approval) of those portions of the Construction Documents that the Architect is responsible for preparing. The Architect's detailed estimate at the 50% and 95% Construction Documents phase submittals shall include within the total Project Construction Cost a 5% and 3% design contingency, respectively, plus escalation. At the 100% submittal (DSA approval), the Architect shall submit an updated detailed estimate with the design contingency reduced to 0%. For non-State funded projects, the estimate shall be based upon the cost index and/or other prorates provided by the Program Manager and adjusted to the anticipated mid-point of construction.

Asbestos-Containing Materials. The Architect shall include statements in the Construction Documents that materials containing asbestos are not to be incorporated into the Project.

Submission of Construction Documents to DSA for Approval. Upon the District's approval of all of the Construction Documents, the Architect shall, by not later than the deadline specified in Exhibit "C", submit the Construction Documents to the DSA for approval. The Architect shall submit a sufficient number of copies of the Construction Documents to the DSA so that the DSA will return one (1) original set bearing DSA's stamp of approval. Promptly following DSA's approval of the Construction Documents, the Architect shall assemble and deliver to the District the Construction Documents and any and all other portions of the Contract Documents in quantities specified in Exhibit "D". Any portions thereof consisting of drawings shall be provided to the District in AutoCAD R-2007 (or more recent version) format and the remainder shall be provided in Microsoft Word format. Upon receipt of DSA approval the Architect shall prepare an updated complete Final Project Proposal (FPP) for submittal by the District to the State. The requirements for preparation of FPP may be found on State Chancellor's Office website at www.cccoo.edu

<u>Deposit with Reprographics Company</u>. Upon the District's approval of the Contract Documents, the Architect shall deposit with the reprographics company specified by the District the number of Contract Documents as listed in Exhibit "D" to be used in connection with the bidding of the construction work on the Project and for the printing of additional sets of Contract Documents during the Project.

No Warranty by Architect Regarding Project Construction Cost. The District acknowledges that the Architect's initial estimate of the Project Construction Cost, the Architect's review of the District's budgetary goals and constraints, the Architect's preparation of the Budget, and any subsequent re-evaluation and revised estimates of the Project Construction Costs all represent the Architect's judgment as a design professional familiar with the construction industry. The District and the Architect also acknowledge that neither the Architect nor the District has control over the cost of labor, materials, or equipment, over the General Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the District recognizes that the Architect cannot and does not warrant or represent that the bids or negotiated prices will not vary from the Budget or from any estimate of the Project Construction Cost prepared or agreed to by the Architect. Notwithstanding the foregoing, nothing in this Section 2.7.6 alleviates or releases the Architect from its responsibility to design the Project within the Budget.

Modification of Construction Documents. Notwithstanding the provisions of Section 2.7.6 above, the Architect shall periodically re-evaluate and revise its estimate of the Project Construction Cost and advise the District of the revised estimate. The Architect shall also notify the District of adjustments in previous estimates of the Project Construction Cost arising from market fluctuations or approved changes in the scope of the Project or in the requirements of construction of the Project. At the completion of the Schematic Design Phase, and at the completion of the Design Development Phase, and at 50%, 95% and 100% completion of the Construction Document Phase, the District may direct the Architect, without additional charge to the District, to redesign the Project and revise the Construction Documents in order to allow the Project to be completed within the requirements of the Budget. As used in this paragraph, "redesign" does not mean phasing or removal of parts of the Project unless agreed in writing by the District; instead, "redesign" means redesign of the entire Project, including all of its component parts. At the District's discretion, the District may instruct the Architect that the Architect's redesign of the Project and revision of the Construction Documents shall include any or all of the following: contingencies for design, bidding and price escalation; modifications concerning the materials, equipment, component systems, and types of construction; adjustments to the scope of the Project; and alternate bids as may be necessary to adjust the estimated Project Construction Cost so that it does not exceed the Budget.

Bidding Phase. The "Bidding Phase" will commence upon the District's approval of the Construction Documents (and of any revisions to the Budget and/or the estimated Project Construction Cost). During the Bidding Phase, the Architect shall assist the District in obtaining bids and awarding the Construction Contract for the construction of the Project, and, at the District's request, the Architect shall print and distribute necessary bidding information. The Bidding Phase shall end upon the District's award of the Construction Contract to the General Contractor (or to the last of the Prime Contractors where the District elects to use multiple Prime

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Contractors instead of a single General Contractor, in which case the Bidding Phase and the Construction Phase identified in Section 2.9 below may overlap). Before issuing to the General Contractor or any subcontractor any addenda or other change or supplement to the Contract Documents, the Architect shall first obtain the written approval to such addenda, change or supplement from any Governmental Agencies having jurisdiction over the Project, to the extent any such approval is required by Applicable Laws. A representative of the Architect (including any of the Key Personnel designated by the District or the Program Manager) shall attend all scheduled pre-bid conferences and Site visits. The Architect shall assist the District and the Program Manager in the review and evaluation of bids.

<u>Construction Phase</u>. The "Construction Phase" will commence with the award of the Construction Contract to the General Contractor (or to the first of the multiple Prime Contractors, where the District elects to use multiple Prime Contractors with a Construction Manager instead of a single General Contractor) and will continue until the issuance of the Architect's certificate of completion and final certificate for payment relative to the Project. During the Construction Phase, the Architect shall do all of the following:

<u>Provide Copies of Contract Documents</u>. Immediately upon the commencement of the Construction Phase, the Architect shall provide Contract Documents labeled "For Construction" as specified in Exhibit "D" for use by the District and its consultants.

General Administration. The Architect shall provide general administration of the Contract Documents and of the Work, which general administration shall include without limitation all of the following: (a) making periodic visits to the Site as often as the Architect deems necessary (but not less than once every week) to render architectural observation, which is distinguished from the continuous personal inspection to be made by the Project Inspector (defined in Section 2.9.6 below); (b) making regular reports as may be required by Government Agencies; (c) keeping the District informed of the progress of construction; (d) reviewing schedules and shop drawings for compliance with design; (e) review and accept of the substitution of materials and equipment, laboratory reports, all following notice to, consultation with, and (if required by the District) approval of the District; (f) maintaining construction logs; (g) preparing Construction Directives, Clarifications, Change Orders, etc. (as defined in Section 2.9.13 below) for written approval of the District; (h) examining the General Contractor's applications for payment, and issuance of certificates for payment in amounts approved by the Architect, Program Manager, and the District; (i) revising and updating the materials/color schedule and materials boards, which were prepared during the Design Development Phase and updated in the Construction Documents Phase, as necessary to reflect the actual manufacturers' products that have been submitted by the General Contractor and approved for use on the Project; (j) determining, with the Program Manager, the date of completion of the Project; (k) preparing a final punch-list and performing a final punch-list inspection of the Project; (1) receiving from the General Contractor and delivering to the District written guarantees, instruction books, diagrams, and charts required to be provided to or executed by the General Contractor under the Construction Contract; (m) issuing the Architect's certificate of completion and final certificate for payment; and (n) attending and participating in weekly construction progress meetings as scheduled by the District or the Program Manager. The Architect shall respond to the General Contractor's requests for information (RFI) within seven calendar days after issuance by the

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General Contractor. The Architect shall review and return shop drawings and other submittals within ten calendar days after issuance by the General Contractor. The Architect shall issue bulletins requesting cost proposals from the General Contractor within five days after identifying the requirement for additional Work.

Access to Site. The Architect shall have access to the Site at all times during the term of this Agreement for the purpose of performing its obligations under Section 2.9.2 and under any other provision of this Agreement.

<u>Interpretation of Construction Requirements</u>. The Architect shall be the interpreter of the requirements of the Contract Documents, and shall advise the District as to the performance by the General Contractor (or, where there is no General Contractor, by each Prime Contractor) thereunder.

Extent and Limitation of Architect's Authority. The Architect shall be the District's architectural representative during the performance of the Work and shall advise and consult with the District as to that performance. The Architect shall have authority to act on behalf of the District only to the extent provided in this Agreement unless otherwise specified by the District in writing. The Architect shall not issue orders to the General Contractor (or Prime Contractors) that might commit the District to extra expenses, and the Architect shall not otherwise amend the Contract Documents, without first obtaining the written approval of the District.

Assistance to District's Project Inspector. The Architect shall provide technical direction to a full time or part-time project inspector employed or retained by and responsible to the District as required by applicable law (the "Project Inspector"). The Architect shall also provide assistance to any and all other Program Managers and/or consultants retained by the District.

Review of General Contractor's Drawings, Data, and Samples. The Architect shall review and approve or take other appropriate action upon the General Contractor's (or Prime Contractors') submittals of shop drawings, product data, and samples for the purpose of checking for conformance with the Contract Documents. The Architect's action shall not delay the Work. The Architect's action shall be in accordance with Section 2.9.2.

Rejection of Construction Work. The Architect shall advise the District to reject Work which does not conform to the Contract Documents. However, the final decision to stop or reject work will be exclusively the District's. The Architect shall promptly inform the District whenever, in the Architect's opinion, it may be necessary to stop the Work to avoid the improper performance of any work. The Architect has authority to require additional inspection or testing of any Work in accordance with the provisions of the Contract Documents, regardless of whether that Work is fabricated, installed, or completed.

No Guaranty by Architect. The Architect will endeavor to secure compliance by the General Contractor with the requirements of the Contract Documents, but does not guarantee the performance of the Construction Contract or any subcontracts related to the Project.

Evaluation of the Work. The Architect, as an architectural representative of the District, shall visit the site at intervals appropriate to the stage of the Contractor's operations, or as otherwise agreed by the District and the Architect in Section 2.9, (1) to become generally familiar with and to keep the District informed about the progress and quality of the portion of the Work completed, (2) to endeavor to guard the District against, and to discover and report to the District, defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work when fully completed will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents..

Certification as to Progress and Quality of Work. The Architect shall review and certify the amounts due the General Contractor (or any Prime Contractors) after review and approval by the IOR. The Architect's certification for payment shall constitute a representation to the District, based on the Architect's observations and inspections at the Site, that the Work has progressed to the level certified, that quality of the Work materially complies with the requirements of the Contract Documents and that the General Contractor (or any Prime Contractors) is entitled to payment in the amount certified.

Permits. The Architect shall assist the District in preparing and filing all documents required for obtaining approvals of any and all Governmental Agencies in connection with the design and construction of the Project, except that applying for and obtaining construction permits shall be the responsibility of the General Contractor (or any Prime Contractors). The Architect shall be responsible for gathering information and processing forms required by applicable Government Agencies in a timely manner. The District shall pay all fees required by such Governmental Agencies. The Architect shall, whenever feasible, establish beforehand the exact costs due to Governmental Agencies and submit this cost information to the District so payments may be prepared. All such fees and costs shall be paid by the District directly (although such payment may be delivered by the Architect) by means of checks written from the District's bank accounts.

Change Orders. The Architect shall provide services in connection with evaluating substitutions proposed by the General Contractor (or any Prime Contractors) and making subsequent revisions to drawings, specifications, and other documentation resulting therefrom. The Architect shall prepare Change Orders (defined below) with supporting documentation and data for the District's review in accordance with the Contract Documents, and may authorize minor changes in the Work relative to the Project not involving an adjustment in the amounts owing to the General Contractor (or any Prime Contractors) thereunder or an extension of time for completion of the Work. The Architect shall evaluate and make written recommendations regarding the General Contractor's (or Prime Contractors') proposals for possible Change Orders. The Architect shall, at the Architect's expense, prepare a set of reproducible record drawings showing significant changes in the Work made during construction based on marked-up prints, drawings, and other data furnished by the General Contractor (or any Prime Contractors) to the

Architect. As used herein, the term "Change Order" means a written instrument prepared by the Architect and signed by the District, the General Contractor (or any Prime Contractors) and the Architect, stating their agreement upon all of the following: (i) change in the Work; (ii) the amount of the adjustment, if any, in the sum payable by the District due to that change; and (iii) the extent of the adjustment, if any, in the time available for the General Contractor (or the applicable Prime Contractor(s)) to complete the Work due to the approved change in the Work.

<u>Certification of Absence of Asbestos-Containing Building Materials</u>. The Architect shall certify to the best of its information pursuant to Title 40, Section 763.99(a)(7) of the *Code of Federal Regulations*, that no asbestos-containing building material was specified as a building material in any of the Contract Documents, and will ensure that the General Contractor (or any Prime Contractors) and any applicable subcontractors and/or material suppliers provide the District with certification that all materials used in the construction of any college building or other improvement made as part of the Project are free from any asbestos-containing building materials.

<u>Final Completion</u>. The Architect shall visit the Project to determine the date or dates of final completion, receive, and forward to the District for the District's review all written warranties and related documents required by the Contract Documents, and issue a final certificate for payment upon the General Contractor's (or Prime Contractors') compliance with the requirements of the Contract Documents.

<u>Evaluation of General Contractor</u>. The Architect shall provide written evaluation of the performance of the General Contractor (or any Prime Contractors) under the requirements of the Contract Documents when requested in writing by the District to do so.

Architect's Post-Construction Obligations.

<u>Preparation of Record Drawings</u>. Promptly following completion of construction of the Project, the Architect shall prepare and deliver to the District (on diskette or similar media) an AutoCAD R-2007 file (or more recent version) of all as-built improvements made or modified in connection with the Project, together with full-size paper copies as specified in Exhibit "D", at no additional cost.

Notice of Construction Defects. Error! Bookmark not defined. The Architect, as part of the Architect's Basic Services, shall immediately notify the District of any deficiencies in the Work discovered by the Architect following the District's acceptance of the Work and prior to the expiration of the guarantee period of the Work.

Contractor Performance. The Architect shall monitor and keep the District advised as to the extent of the General Contractor's (or any Prime Contractors) performance of (or failure to perform) its (or their) obligations regarding the final delivery of all testing reports, adjusting and balancing reports, preparation of operation and maintenance manuals, training for operation and maintenance, responses to warranty items, and consultation during operation, relative to all equipment and systems installed in connection with the Project. If the Architect and/or the District determines that the General Contractor (or any Prime Contractors) has failed, is failing, or

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is likely to fail to perform those obligations as required by the Contract Documents, then the Architect shall take all actions reasonably requested by the District to attempt to cause the General Contractor (or Prime Contractors) to fulfill those obligations. Architect shall advise District on General Contractor (or Prime Contractors) performance issues.

Assistance Regarding Close-Out and Final Regulatory Certification. In connection with the project closeout, the Architect shall assist the District in obtaining final certifications from the DSA and other Governmental Agencies as needed to enable the District to obtain any and all available government funding for the Project.

Architect's Duties Regarding Claims and Disputes Between District and General Contractor or Prime Contractors. The Architect shall make recommendations to the District on claims made by, to or against the District relating to the execution and progress of the Work and all matters and questions relating thereto. The Architect's recommendations in matters relating to artistic effect shall be consistent with the intent of the Contract Documents. The Architect shall evaluate and render written recommendations, within a reasonable time, on all claims, disputes or other matters at issue between the District and the General Contractor (or the Program Manager or Prime Contractors) relating to the execution or progress of the Work as provided in the Construction Contract and/or the other Contract Documents. Under no circumstances should this evaluation take longer than twenty calendar days from the date the claim is received by the Architect.

ADDITIONAL ARCHITECT'S SERVICES

Supplemental Services. Error! Bookmark not defined. The Architect shall notify the District in writing of the need for Supplemental Services required due to circumstances beyond the Architect's control and which are not the direct or indirect result of the Architect's negligent acts, errors or omissions. The Architect shall obtain written authorization from the District before rendering any such Supplemental Services. Compensation for the Supplemental Services shall be subject to District approval. The amount of such compensation shall be determined by a separate written agreement to be negotiated and signed by the Architect and the District at the time the need for the Supplemental Services arises and prior to the performance of any Supplemental Services. The Supplemental Services shall include:

Revisions Required by New Laws. Making material revisions in drawings, specifications or other documents when such revisions are required by the enactment or revision of Applicable Laws subsequent to the preparation and completion of the Construction Documents, unless such Applicable Laws were enacted at the time of execution of this Agreement but not in effect until the preparation or completion of the Construction Documents. In the case of an Applicable Law enacted at the time of execution of this Agreement and subsequently effective, the Architect is expected to incorporate the requirements of the Applicable Law in anticipation of the Applicable Law taking effect during the preparation and completion of the Construction Documents for the Project.

<u>Damage to Work</u>. Providing consultation concerning replacement of Work damaged by fire and furnishing services required in connection with the replacement of such Work.

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<u>Default of General Contractor</u>. Providing services made necessary by the default of the General Contractor (or Prime Contractors) or by the default, during the Construction Phase, of the Program Manager, but only if the need for such services does not arise directly or indirectly from the negligent acts, errors, or omissions of the Architect (including without limitation the Architect's failure to discover or report defects as provided in Section 2.9.10 above).

<u>Phased Construction</u>. If, after the completion of the Design Development Documents, the District requests the Project be bid or constructed in phases, and if the request or need for such phasing does not arise from the Architect's having exceeded the Budget, then plan preparation and/or contract administration work to prepare the phased Construction Documents will constitute Supplemental Services.

Contract Administration Beyond Time Specified in Project Schedule Where Additional Time is Needed Due to Default of General Contractor, Prime Contractor(s), or Program Manager Contract administration services performed by the Architect for a period of time after the Project construction completion deadline specified in the Construction Contract and/or the Project Schedule shall be Supplemental Services if the need for such contract administration services beyond said deadline results from a default or delay by the General Contractor (or Prime Contractor(s) or the Program Manager) under the Contract Documents and is authorized by the District.

Models, Renderings and Electronic Modeling. Preparation of scale models, study models, visual renderings, and electronic models (excluding Construction Documents in AutoCAD R-2007 format, presentation of Schematic drawings and elevations per Section 2.5.1).

<u>Information Regarding Site and Improvements</u>. To the extent directed by the District, the provision of detailed planning surveys, site evaluations and comparative studies of the Site, any adjacent or alternate real property which may be considered by the District in connection with the Project, and any existing or proposed buildings and other improvements located on the Site and/or contemplated to be constructed or included as part of the Project.

<u>Information Regarding Materials, Equipment, and Labor</u>. To the extent directed by the District, the provision of detailed quantity surveys pertaining to inventories of material, equipment and labor related to the Project.

Analysis of Ownership and Operating Cost. At the District's request, the provision of analyses of District ownership and operating costs for the Project.

<u>Inspection of Materials</u>. The Architect shall visit suppliers, fabricators, and manufacturers to review the quality or status of items (such as carpet, stone, wood veneers, and standard or custom furniture) being produced for the Project as deemed necessary

<u>Authorized Additional Services</u>. Upon the District's request, the Architect shall perform, as Supplemental Services, the authorized additional services identified in <u>Exhibit "E"</u>.

<u>Excluded Design Services</u>. The Parties agree that the services identified in <u>Exhibit "F"</u> are not part of the Basic Services. If the District instructs the Architect to perform such services, those services shall be deemed Supplemental Services hereunder.

Other Services. When approved by the District, providing any other services not otherwise required by this Agreement or not customarily furnished in accordance with generally accepted architectural practice.

DISTRICT'S RESPONSIBILITIES

<u>District Shall Inform Architect of Project Requirements</u>. The District shall provide the Architect with information pertaining to the District's requirements for the Project (including the District's objectives, constraints and criteria related to the District's educational plan, its scheduling concerns, and its budgetary limitations) as necessary for the Architect to perform its obligations under Article 2 and Article 3 of this Agreement.

District's Representative. The District's Board of Trustees hereby appoints the Program Director, of the District's Program Management Team, as the District's Authorized Representative for the purposes of issuing written approvals, disapprovals, consents, waivers, directives, instructions, and other notices pursuant to this Agreement and the Project (the "District's Authorized Representative"). The Program Director may delegate any or all of his or her authority as the District Authorized Representative to one or more project managers by delivering a written notice to the Architect identifying the name of each such assistant and specifying the types of approvals, disapprovals, consents, waivers, directives, instructions, and other notices said assistant is authorized to issue. Except as authorized by this Section 4.2, no person or entity other than the District's Authorized Representative is authorized to issue any approval, disapproval, consent, waiver, directive, instruction, or other notice on behalf of the District in connection with this Agreement, and the Architect shall not rely on any purported oral or written approval, disapproval, consent, waiver, directive, instruction, or other notice issued by any other individual or entity.

Notice of Faulty Construction. The District shall give prompt written notice to the Architect if the District becomes aware of any fault or defect in the Work or nonconformance with the Contract Documents. However, the District's failure or omission to do so shall not relieve the Architect of the Architect's responsibilities under this Agreement, under Titles 21 and 24 of the California Code of Regulations, or under the Field Act (codified at Education Code Sections 81130 – 81149. The District shall have no duty to observe, inspect, or investigate the Work or any other aspect of the Project.

COMPENSATION TO THE ARCHITECT

	Compen	isation for l	Basic Se	rvices.	As com	pensatio	n for the Arcl	hitect's	performan	ce of
the	Basic	Services,	the	Ar	chitect	shall	receive	the	sum	of
						Dollars	(\$), as s	pecified o	n the
Sched	lule of Co	mpensation	attached	as Exh	ibit "G"	hereto.	To the exten	t such c	ompensati	on is

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based on hourly rates, such compensation shall be determined in accordance with the Hourly Rate Schedule attached at <u>Exhibit "H"</u>.

<u>Allocation of Compensation Among Project Phases</u>. The total amount of such compensation shall be allocated among the separate phases of the Architect's Services as follows:

During & prior to the Schematic Design Phase	%
During the Design Development Phase:	%
During the Construction Documents Phase:	%
Upon DSA approval:	%
During the Bidding Phase	%
During the Construction Phase:	%
Upon completion of items required by Section 2.10:	5%
TOTAL:	100%

<u>Compensation for Supplemental Services.</u> Compensation for Supplemental Services shall be determined by a separate written agreement between the District and the Architect pursuant to Section 3.1 above.

Payment in Monthly Installments. Compensation payable to the Architect hereunder shall be paid monthly in arrears, in proportion to the percentage of completion of the Architect's Services which are to be performed in each phase of the Project. Each monthly installment shall be paid by the District upon its receipt of the Architect's invoice and corresponding back-up documentation. . A Fee Payment Schedule is attached hereto as Exhibit "I". The back-up documentation referenced above shall include the following to the extent applicable with respect to each application for payment: (a) a description of the status of completion of the Basic Services; (b) a projection of Basic Services anticipated to be performed over the next thirty calendar days; (c) a description of the status of performance of Supplemental Services; (d) a projection of Supplemental Services anticipated to be performed over the next thirty calendar days; (e) the status of the Architect's performance under the Project Schedule, noting any delays, their impact on progress of the Project, and recommendations for recapturing time lost. In the case of any Architect's Services which are performed and compensated on an hourly (as opposed to fixed fee or lump sum) basis, said back-up documentation shall also include detailed time summaries for Basic Services and Supplemental Services performed that are broken down by timekeeper, task, and time expended (block billings are not permitted) and copies of time sheets Reductions in Scope of Project. Where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, and where modifications to the Project result in portions of the Project being eliminated and not constructed, compensation for Architect's Services applicable to those portions of the Project shall be payable only to the extent that actual services authorized by this Agreement have been performed. Where those modifications result in

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a reduction in the Project Construction Cost, and where the Architect's compensation hereunder is based on a percentage of the Project Construction Cost, then the corresponding reduction in the Architect's compensation shall be effective concurrent with the District's approval of the modifications to the Project, and shall be effective as to all phases of the Project from that point forward.

Extension of Time During Which Architect's Services Must Be Performed. Unless the Architect and the District have previously agreed in writing to the contrary, no delay or extension of the time necessary or available for the Architect's completion of the Architect's Services shall entitle the Architect to any additional compensation beyond that specified in this Agreement. Notwithstanding the foregoing, where such delay or extension is caused or made necessary by the default of the General Contractor (or Prime Contractor(s) or the Program Manager) under the Construction Contract, any additional compensation to be paid to the Architect in connection therewith shall be subject to the limitations set forth in Section 3.1.5 above.

Reimbursement of Architect's Expenses. The District shall reimburse the Architect at cost, without markup, for reasonable expenses of the types identified in Exhibit "J" incurred by the Architect and the Architect's employees and consultants in the course of the Architect's performance of the Architect's Services, but only to the extent that (a) such expenses have been specifically approved in writing by the District prior to those expenses being incurred, (b) the requirements set forth in Section 10.2 below, if applicable, have been satisfied, and (c) the Architect has provided the District with invoices, receipts and other documentation reasonably requested by the District, verifying the amounts of reimbursable expenses for which reimbursement is sought.. Notwithstanding the foregoing, wherever this Agreement specifies that an obligation of the Architect or any item of the Architect's Services is to be performed at the Architect's expense, the Architect shall not be entitled to reimbursement hereunder.

AGREEMENT CONTINGENT ON OBTAINING FUNDING ON TERMS REASONABLY ACCEPTABLE TO DISTRICT

The District's receipt of funding (in an amount deemed necessary by the District) for the Project on terms and conditions acceptable in all respects to the District is a condition precedent to the effectiveness of this Agreement. If the District is unable to obtain funding in such amount or on such terms and conditions by the time that the District determines such funding is necessary for the commencement or completion of the Project, then this Agreement shall be void except to the extent services have been rendered pursuant to authorization from the District's Board of Trustees.

TERMINATION

<u>Termination by District Without Cause</u>. This Agreement may be terminated without cause by the District upon not less than ten days' written notice to the Architect.

<u>Termination by Either Party For Cause</u>. Subject to the provisions of Article 8 below, this Agreement may be terminated by either Party upon not less than thirty days' written notice if

the other Party has failed to substantially perform its obligations in accordance with the terms of this Agreement through no fault of the Party initiating the termination.

<u>Termination for Lack of Funding</u>. The District may terminate this Agreement due to lack of funding for the Project pursuant to Article 6 above. Any termination pursuant to this Section 7.3 shall become effective immediately upon the District's delivery to the Architect of written notice of said termination.

<u>Suspension of Project by District</u>. If the Project is suspended by the District for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to such suspension. When the Project is resumed, the Architect's compensation shall be equitably adjusted to provide for expenses incurred as a result of the interruption and resumption of the Basic Services.

Abandonment of Project by District. If the District abandons the Project for more than ninety consecutive days, the Architect shall be compensated in the amounts specified in this Agreement for the Architect's Services satisfactorily performed prior to the abandonment. In addition, the Architect may terminate this Agreement by giving not less than thirty days' written notice to the District; provided, that such termination shall not be effective if, within such thirty-day period, the District gives the Architect written notice that the Project is being resumed and the Project is, in fact, resumed within such thirty-day period.

District's Failure to Pay Architect. Without limiting the generality of Section 7.2 above, but subject to the provisions of Article 8 below, the District's failure to pay to the Architect any amounts required pursuant to the terms of this Agreement, where such failure continues beyond sixty days after the delivery of written notice by the Architect to the District, shall be grounds for termination of this Agreement by the Architect pursuant to Section 7.2 above. Furthermore, and again subject to the provisions of Article 8 below, where such non-payment continues beyond said sixty day period the Architect shall be entitled to suspend performance of the Architect's Services hereunder, and such suspension may commence immediately upon the expiration of said sixty day period (or upon any later date specified by the Architect) and may continue until the delinquent payment has been delivered by the District to the Architect.

<u>Compensation to Architect Upon Termination</u>. Where this Agreement is terminated for any reason, the Architect's compensation shall be limited to amounts due and payable for the Architect's Services as of the termination date pursuant to Error! Reference source not found. above.

NO WORK STOPPAGE PENDING RESOLUTION OF DISPUTES

In the event of a dispute between the Parties as to performance of the Work, the interpretation of this Agreement, or payment (or nonpayment) for Work performed or not performed, the Parties agree that they shall negotiate in good faith to resolve the dispute. Pending resolution of any such dispute, the Architect agrees to continue to perform the Architect's Services diligently to completion and shall have no right to terminate or assign this Agreement so long as the District continues to make timely payment of all undisputed invoices.

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If the Parties are unable to agree upon a resolution of the dispute, the Architect agrees that the Architect will neither rescind this Agreement nor stop the progress of the Work; the Architect's sole remedy shall be to submit the dispute for determination by a court having competent jurisdiction of the dispute, after the Project has been completed, and not before.

ACCOUNTING RECORDS OF THE ARCHITECT

Records of the Architect's direct personnel and reimbursable expenses pertaining to the Supplemental Services and records of accounts between the District and the General Contractor (or Prime Contractor(s) and/or the Program Manager, if applicable) shall be kept in accordance with generally accepted accounting principals. Any and all such records shall be made available to the District or its authorized representative promptly upon the District's request at any time or times during the term of this Agreement or within five years following the expiration or termination of this Agreement.

EMPLOYEES AND CONSULTANTS

Engineers and Engineering Services. As part of the Basic Services, the Architect shall furnish at its expense the services of landscape architects, structural engineers, mechanical engineers, electrical engineers, and provide civil engineering and landscape design services as deemed necessary for the Project.

Approval by District. The Architect shall submit, for written approval by the District, the names of the qualified engineers and consultants proposed for the Project. No engineers or consultants shall perform any work relative to the Project, nor shall the District be obligated hereunder to reimburse the Architect for any expenses incurred by or in connection with any such engineers or consultants, unless and until the involvement in the Project of the engineer or consultant in question has been approved in writing by the District. Nothing in this Agreement shall create any contractual relation between the District and any engineer or consultant employed or retained by the Architect under the terms of this Agreement.

<u>Engineer's Certification of Construction Documents</u>. The Architect shall ensure that each engineer hired or otherwise retained by the Architect in connection with the Project places said engineer's name, seal and signature on all Construction Documents, other Contract Documents, Change Orders, Record Drawings, and/or any other drawings and specifications prepared in whole or in part by said engineer.

<u>License and Experience Requirements</u>. The individual principal or employee of the Architect who is designated as the "architect of record" for the Project, and every engineer and consultant hired or otherwise retained by the Architect in connection with the Project, shall be licensed to practice in California.

<u>District's Disapproval of Individual Employees or Consultants</u>. If any individual employee or consultant of the Architect is not acceptable to the District, then that individual shall be replaced by the Architect with an acceptable, competent, and qualified person at the District's request.

<u>Construction Administrator/Field Representative</u>. The construction administrator or field representative assigned to the Project by the Architect, and each of the Architect's Project Representatives (if any), shall be (a) licensed as a California architect or engineer, (b) competent, qualified and authorized to make critical decisions relative to the Project in a timely manner, and (c) readily available to provide (by phone or facsimile and through correspondence) design direction and decisions when he or she is not at the Site.

INDEMNIFICATION AND DEFENSE

- Indemnification. The Architect shall indemnify the District, its Board of Trustees, officers, employees, and agents from and against all "Liability" arising from any "Claim". As used in this Agreement, "Claim" means any third-party claim or allegation that the District (or any of its officers, employees, agents, or trustees) is responsible for damages caused by negligence, recklessness, or willful misconduct of the Architect or any subcontractor or consultant retained by the Architect. As used in this Agreement, "Liability" means any order issued by a court, arbitrator or judicial referee (or any voluntary settlement, if the Architect agrees to the settlement) requiring the District to pay money, take action, or refrain from action due to a Claim. "Liability" also includes any attorneys' fees and other expenses reasonably incurred by the District in defending a Claim.
- 11.2 <u>Defense</u>. If covered by the Architect's insurance policy (or policies) maintained under this Agreement, the Architect or its insurer will hire and pay the fees of an attorney to defend the District against any Claim as defined in Section 11.1. The District will select that attorney, unless the Architect's insurance policy requires the Architect or its insurer to select the attorney.
- 11.3 <u>Survival of Obligations</u>. The Architect's duties of indemnification and defense established in this Article 11 shall survive the expiration or termination of this Agreement and shall continue thereafter with respect to all such Claims, whether those Claims are first asserted during the term of this Agreement or after the expiration or termination of this Agreement.

INSURANCE

The Architect, at its expense, shall purchase and maintain policies of insurance as required by this Article 12 with an insurer or insurers qualified to do business in the State of California and acceptable to District, insuring the Architect and the District against any and all Claims, whether such Claims arise from actions or inaction committed by (a) the Architect, (b) any subcontractor or consultant retained by the Architect, (c) any employee of any such subcontractor or consultant, or of the Architect, or (d) any other person or entity for whose acts any of the foregoing may be liable.

<u>Workers' Compensation</u>. The Architect shall carry Workers' Compensation Insurance in accordance with California law, and Employers Liability Insurance with "per employee" and "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

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General and Automobile Liability Insurance. The Architect shall carry commercial general liability insurance with limits not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K" for combined single limit, bodily injury and property damage liability per occurrence, including: (a) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury.

<u>Professional Liability Insurance</u>. The Architect shall carry professional liability insurance, including contractual liability, with "per claim" and "annual aggregate" limits of not less than the amounts specified in the Schedule of Insurance attached at <u>Exhibit "K"</u>. Such insurance shall be maintained during the term of this Agreement and renewed for a period of at least five (5) years thereafter and/or at rates consistent with the time of execution of this Agreement adjusted for inflation. In the event that the Architect subcontracts any portion of the Architect's Services, the Architect shall require any such subcontractor to purchase and maintain insurance coverage as provided in this subparagraph, as modified by Section 12.5 below. Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

Policy Requirements. Each policy of insurance required under Sections 12.1 and 12.2 above shall: (a) name the District and its Board of Trustees, officers, employees, and agents as additional insureds (required under Section 12.1 only); (b) be issued by an insurance company which is licensed to do business in the State of California and which has and maintains a rating of not less than A-X in Best's Insurance Guide or which is otherwise acceptable to the District; (c) state that, with respect to the operations of the Architect hereunder, such policy is primary and any insurance carried by the District is excess and non-contributory with such primary insurance; (d) state that not less than thirty days' written notice shall be given to the District prior to cancellation (or not less than ten days' written notice, where cancellation is due to non-payment of premiums); and (e) shall waive all rights of subrogation on behalf of both the Architect and the insurer. The provisions of clause (b) of the preceding sentence shall also apply to each policy of insurance required under Section 12.3 above. The Architect shall notify District in the event of material change in, or failure to renew, any such policy. Prior to commencing any of the Architect's Services, the Architect shall deliver to the District certificates of insurance as evidence of compliance with the requirements herein. In the event the Architect fails to obtain or maintain any policy of insurance required hereby, the District may, at its sole discretion, obtain such policy of insurance in the name of and for the account of the Architect, and in such event the Architect shall reimburse the District upon demand for the cost thereof. Further, maintaining the insurance required by this Agreement shall not relieve Architect from, nor limit Architect's liability with respect to, its obligations to indemnify the District as set forth in this Agreement.

Subcontractor's Insurance. If the Architect subcontracts any portion of Architect's Services, then (unless otherwise agreed to in writing by the District) the Architect shall require any such subcontractor to purchase and maintain insurance coverage for the types of insurance referenced in this 12.5, in amounts which are appropriate with respect to that subcontractor's part of the Architect's Services, which shall in no event (unless otherwise agreed to in writing by the District) be less than the "per occurrence" limits of not less than the amounts specified in the Schedule of Insurance attached at Exhibit "K".

Additional Insurance and Bond Obligations. Upon the District's reasonable request, the Architect shall carry and maintain during the term of this Agreement, at the Architect's sole cost and expense, (a) increased amounts of the types of insurance identified in Sections 12.1 through 12.3 above, (b) additional types and amounts of insurance specified by the District relative to the Architect's Services as identified in Exhibit "K", and a bond in an amount as set forth in Exhibit "L".

INDEPENDENT CONTRACTOR

The Architect, in the performance of the Architect's Services under this Agreement, shall be and act as an independent contractor. The Architect shall complete the services required of it hereunder according to its own means and methods of work, which shall be in the exclusive charge and control of the Architect and not subject to the control or supervision of the District, except (a) as to the results of the Architect's Services, (b) as otherwise required by Applicable Laws, and (c) as otherwise specified in this Agreement. The Architect is not an employee of the District and shall not represent itself (and no employee of the Architect shall represent himself or herself) as an employee of the District. No payments made to the Architect hereunder shall be subject to withholding taxes or other employment taxes required with respect to compensation paid by an employer to an employee. The Architect understands and agrees that neither the Architect nor any of the Architect's employees shall be considered officers, employees, or agents of the District, and that none are entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. The Architect assumes the full responsibility for the acts and/or omissions of the Architect's employees, subcontractors, consultants, or agents as they relate to the Architect's Services to be provided under this Agreement. The Architect shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes for the Architect's employees.

CROSS-DEFAULT

A default by the Architect under any other agreement between the Architect and the District (whether that other agreement was entered into prior to, concurrently with or subsequent to the Parties' entry into this Agreement) may also, at the District's option, be deemed to be a default by the Architect under this Agreement. If the District exercises such option, then the District shall have any and all remedies available to it resulting from a default by the Architect hereunder, including without limitation the right of the District to terminate this Agreement.

ARCHITECT'S RECORDS

Maintenance of Project Books and Records. The Architect (and its subconsultants) shall maintain complete and accurate books and records with respect to services, costs, expenses, receipts and other information required by the District to verify the scope or charges for any services provided under this Agreement. The Architect (and its subconsultants) shall maintain such records in sufficient detail to permit the District and its designees (including without

limitation the District's independent auditors) to thoroughly evaluate and verify the nature, scope, value, and charges for services performed under this Agreement. All such books and records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Such records shall be kept separate from the other documents and records unrelated to the Project for a period of four years after the later of termination of this Agreement or final completion of the Project.

District's Audit Rights. The District and its designees (including without limitation the District's independent auditors) shall have the right to examine and to audit the books and records identified in Section 15.1 above ("Audit"). Such Audit rights shall include without limitation verification of the amounts and tasks performed for all time expended that is charged to the District on an hourly basis. Such Audit rights may be exercised at all reasonable times at the Architect's offices. The Architect shall, at no expense to the District (or to the District's designees and independent auditors) furnish facilities and cooperate fully with the Audit. Upon the District's (or its designee's or auditor's) request, the Architect shall provide reproducible copies of the records identified in Section 15.1 above that are applicable to the Audit for reproduction by the District and/or its designees and auditors.

Reimbursement of Overpayments; Cost of Audit. If any Audit reveals excess charges inaccurately or improperly collected by the Architect from the District, then the Architect shall refund the overpayment to the District within five business days after the receipt of the results of the Audit, together with interest at a rate that is the lesser of (i) ten percent per annum or (ii) the maximum rate allowable by law. Furthermore, if the Audit reveals that the Architect overcharged the District by more than five percent, then the Architect shall pay the cost of the Audit.

RESOLUTION OF DISPUTES

Disputes between the Parties in any way related to this Agreement ("Disputes") shall be resolved by the Parties in accordance with the Dispute resolution provisions of this Article 16, in lieu of any and all rights under the law that either Party may have to cause the Dispute to be adjudged by a trial court or jury (except as to enforcement of an arbitrator's award, as noted below in this paragraph). The dispute resolution process set forth in this Article 16 shall be the exclusive recourse of the Architect and the District for determination and resolution of Disputes; provided, however, that either Party may bring litigation against the other in order to enforce an arbitrator's award rendered pursuant to Section 16.4 below. The Parties shall utilize each of the following steps in the Dispute resolution process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Dispute resolution process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in that process.

Step One: Submission of Disputes for Resolution. Each Party's rights to submit a Dispute for resolution pursuant to this Article 16 shall commence upon that Party's discovery of facts which are the basis of the Dispute, subject to any applicable statute of limitations. The Party submitting a Dispute for resolution (the "Claimant") shall do so by delivering to the other Party (the "Respondent") a written statement ("Statement of Dispute") setting forth in reasonable detail the events or circumstances giving rise to the Dispute, the dates of their

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occurrence, the damages claimed by the Claimant as a result of those events or circumstances, and the relief sought by the Claimant to resolve the Dispute. Concurrently with the delivery of the Statement of Dispute, the Claimant shall deliver to the Respondent supporting data and/or documentation adequate to substantiate the events and claims set forth in the Statement of Dispute. Said Statement of Dispute and supporting data and documentation must be delivered not later than thirty days after the Claimant's discovery of the circumstances giving rise to the subject claims. Nothing contained herein shall preclude either Party from asserting claims in response to a Statement of Dispute from the other Party.

Step Two: Direct Negotiations. Designated representatives of the District and the Architect shall meet as soon as possible (but not later than ten days after receipt of the Statement of Dispute) in a good faith effort to negotiate a resolution to the Dispute. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Dispute or defenses being asserted by such Party, and with full authority to resolve such Dispute then and there, subject only to the District's right and obligation to obtain Board of Trustees approval of any agreed settlement or resolution. If the Dispute involves the assertion of a right or claim by a subcontractor against the Architect that is in turn being asserted by the Architect against the District, then such subcontractor shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Dispute is not resolved, the Parties may either continue the negotiations or either Party to this Agreement may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to Evidence Code Sections 1119 and 1152.

<u>Step Three: Non-Binding Mediation</u>. If the Dispute remains unresolved after direct negotiations pursuant to Section 16.2 above, the Parties agree to submit the Dispute to non-binding mediation before a mutually acceptable third party mediator.

Qualifications of Mediator. The mediator shall be selected by the mutual agreement of the Parties. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five years of experience in public works construction contract law and in mediating public works construction disputes.

<u>Submission to Mediation and Selection of Mediator</u>. The Party initiating mediation of a Dispute shall provide written notice to the other Party of the initiating Party's decision to mediate. In the event the Parties are unable to agree upon a mediator within fifteen days after the receipt of such written notice, then the Parties shall submit the matter to the American Arbitration Association ("AAA") at its Orange County Regional Office for selection of a mediator in accordance with the AAA Construction Industry Mediation Rules.

Mediation Process. The location of the mediation shall be at the offices of the District. The costs of mediation shall be shared equally and in advance by both Parties. The mediator shall provide an independent assessment on the merits of the Dispute and recommendations for resolution. All discussions that occur during the mediation and all documents prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to Evidence Code Sections 1119 and 1152.

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Step Four: Binding Arbitration. If the Dispute is not resolved by mediation, the Party wishing to further pursue resolution of the Dispute shall submit the Dispute for final and binding arbitration pursuant to the provisions of *Public Contract Code* Sections 10240 *et seq*. The award of the arbitrator therein shall be final and may be entered as a judgment by any court of competent jurisdiction. Such arbitration shall be conducted in accordance with the following:

<u>Initiation of Arbitration</u>. The arbitration shall be initiated by filing a complaint in arbitration in accordance with the regulations promulgated pursuant to *Public Contract Code* Section 10240.5.

Qualifications of the Arbitrator. The arbitrator shall be selected by the mutual agreement of the Parties. The arbitrator shall be a retired judge or an attorney with at least five years of experience with public works construction contract law and in arbitrating public works construction disputes. In the event the Parties cannot agree upon a mutually acceptable arbitrator, then the provisions of *Public Contract Code* Section 10240.3 shall be followed in selecting an arbitrator possessing the qualifications required herein. Under no circumstances shall the arbitrator be the same individual as the mediator hearing the complaint under Section 16.3 above.

<u>Hearing Days and Location</u>. Arbitration hearings shall be held at the offices of the District and, except for good cause shown to and determined by the arbitrator, shall be conducted on consecutive business days, without interruption or continuance.

<u>Hearing Delays</u>. Arbitration hearings shall not be delayed unless the arbitrator agrees that the Party requesting the delay has shown good cause for the delay.

Recorded Hearings. All arbitration hearings to receive evidence shall be recorded by a certified stenographic reporter, with the costs thereof borne equally by the District and the Architect and allocated by the arbitrator in the final award.

<u>Discovery</u>. Discovery shall be permitted in accordance with the provisions of Section 10240.11 of the *Public Contract Code*, without limitation on the number of percipient or expert witnesses. Expert reports shall be exchanged prior to receipt of evidence, in accordance with the direction of the arbitrator, and expert reports (excluding rebuttal reports) not so submitted shall not be admissible as evidence.

<u>Authority of Arbitrator</u>. The arbitrator shall have the authority to hear dispositive motions and issue interim orders, interim or executory awards, and final orders and awards.

Waiver of Jury Trial. The Architect and the District each voluntarily waives its right to a jury trial with respect to any Dispute that is subject to binding arbitration in accordance with the provisions of this Article 16. The Architect shall include this provision for waiver of jury trial, waiving the right to jury trial in any action involving District as a party in its contracts with its subcontractors who provide any portion of the services required by this Agreement.

<u>Consolidation and Joinder</u>. The Parties hereto consent to the consolidation or joinder of any third-party claims involving other of the District's or the Architect's consultants relative to the Dispute, but only if resolution of those third-party claims is reasonably necessary to the

complete resolution of the Dispute and only if the District or the Architect has the right to require said third party or parties to submit to the binding arbitration contemplated pursuant to this Article 16.

MISCELLANEOUS

No Third-Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party against either the District or the Architect.

Successors and Assigns; Prohibition Against Architect's Assignment. The District and Architect, respectively, bind themselves, their partners, officers, successors, assigns, and legal representatives to the other Party to this Agreement with respect to the terms of this Agreement. The District may assign its rights and obligations under this Agreement to any third party upon written notice to the Architect. The Architect shall not assign this Agreement or any of its rights or obligations hereunder.

Entire Agreement; Modification. This Agreement represents the entire understanding between the District and the Architect and supersedes all prior negotiations, representations or This Agreement (and the duties, responsibilities, and agreements, either written or oral. limitations of authority relative to each Party established herein) may be amended or modified only by an agreement in writing signed by both the District and the Architect.

Notices. All written notices required to be given pursuant to the terms hereof shall be either (i) personally delivered, (ii) deposited in the United States express mail or first class mail, registered or certified, return receipt requested, postage prepaid, (iii) delivered by overnight courier service, or (iv) delivered by facsimile or e-mail transmission, provided that the original of such facsimile notice, or a copy of such e-mail notice, is sent by certified U.S. mail, return receipt requested, postage prepaid, no later than one business day following such facsimile or e-mail transmission. All such notices shall be deemed delivered upon actual receipt (or upon the first attempt at delivery pursuant to the methods specified in clauses (i), (ii) or (iii) above if the intended recipient refuses to accept delivery). All such notices shall be delivered to the following addresses, or to such other address as the receiving Party may from time to time specify by written notice to the other Party:

To the District:

Coast Community College District

1370 Adams Avenue

Costa Mesa, California 92626

Attn: Director, Facilities and Planning

Telephone No.:

(714) 438-4731

Fax No.:

(714) 438-4689

E-mail: jmarchbank@cccd.edu

Telephone No.:

With a copy to:

1370 Adams Avenue

Costa Mesa, CA 92626 Attn: Director, Risk Services

Coast Community College District

(714) 438-4800

Fax No.:

(714) 438-4689

E-mail: bkerwin@cccd.edu

To the Architect:	With a copy to:	
Attn:	Attn:	
Telephone No.:	 Telephone No.: Fax No.:	_

E-mail:

CCCD Contract No.:

<u>Time</u>. Time is of the essence of every provision contained in this Agreement.

<u>Incorporation of Recitals</u>. All of the recitals set forth in this Agreement are by this reference incorporated in and made a part of this Agreement.

Attorneys' Fees. In the event any dispute between the Parties hereto should result in arbitration or litigation, or if any action at law or in equity is taken to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall (in addition to any other relief to which that Party may be entitled) be reimbursed for all reasonable costs and expenses incurred in connection with such arbitration or litigation, including, without limitation, reasonable attorneys' fees, accountants' fees and experts' fees. As used herein, the term "prevailing Party" shall include without limitation any Party against whom a cause of action, complaint, cross-complaint, counter-claim, cross-claim or third party complaint is voluntarily dismissed, with or without prejudice.

<u>Construction</u> The Parties acknowledge that each Party and its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any amendments hereto.

<u>Governing Law.</u> This Agreement shall be construed and interpreted in accordance with and shall be governed and enforced in all respects according to the laws of the State of California, without regard to conflicts of laws principles.

Consent to Jurisdiction and Service of Process. Subject to Article 16, all judicial proceedings brought against any Party hereto arising out of or relating to this Agreement may be brought in any state or federal court of competent jurisdiction in the County of Orange, State of California, and by execution and delivery of this Agreement each Party accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, waives any defense of forum non conveniens and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement. Each Party hereby agrees that service of all process in any such proceeding in any such court may be made by registered or certified mail, return receipt requested, to any other Party at its address provided herein, such service being hereby acknowledged by each Party to be sufficient for personal jurisdiction in any action against said Party in any such court and to be otherwise effective and binding service in

E-mail:

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every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

<u>Counterparts</u>. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. In addition, this Agreement may contain more than one counterpart of the signature page and may be executed by the affixing of the signatures of each of the Parties to any one of such counterpart signature pages; all of such counterpart signature pages shall read as though one and they shall have the same force and effect as though all of the signers had signed a single signature page.

<u>Captions</u>. Any captions or headings to the Sections and subsections in this Agreement are solely for the convenience of the Parties hereto, are not a part of this Agreement, and shall not be used for the interpretation or determination of validity of this Agreement or any provision hereof.

<u>Severability</u>. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable term or provision had never been contained herein.

<u>Further Assurances</u>. Each Party shall cooperate with the other and shall execute such other documents as may be reasonably necessary to carry out the provisions of this Agreement.

<u>No Waiver</u>. Any waiver, consent, or approval by either Party of any breach, default or event of default of any provision, condition or covenant of this Agreement must be in writing and shall be effective only to the extent set forth in writing. No waiver of any breach, default or event of default shall be deemed a waiver of any later breach, default or event of default of the same or any other provision of this Agreement. Any failure or delay on the part of either Party in exercising any power, right, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude any further exercise thereof.

<u>Rights and Remedies</u>. Except as otherwise provided herein, no right or remedy conferred by any of the specific provisions of this Agreement is intended to be exclusive of any other right or remedy given hereunder or hereafter existing at law or in equity. The exercise of any one or more rights or the election of any one or more remedies by any Party shall not constitute a waiver of the right to exercise other available rights or pursue other available remedies.

<u>Joint and Several Liability</u>. To the extent that either Party constitutes more than one person or entity, then the obligations of each such person or entity shall be joint and several.

<u>Confidentiality</u>. This Agreement and the Project Documents shall be held confidential by the Architect to the extent they are not subject to disclosure pursuant to the terms of this Agreement (including without limitation Section 1.6 above and this Section 17.18 or under the Brown Act or the California Public Records Act. The Project Documents shall not, without the written consent of the District, be used or reproduced by the Architect for any purposes other than

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the performance of the Architect's Services. The Architect shall not disclose, or cause or facilitate the disclosure of, the Project Documents to any person or entity not connected with the performance of the Architect's Services or the Project. Nothing furnished to the Architect which is otherwise known to the Architect or is generally known, or has become known, to the related industry shall be deemed confidential. The Architect shall not use the District's name or insignia, photographs of the Project, or any publicity pertaining to the Architectural Services or the Project in any magazine, trade paper, newspaper, television or radio production, web site, or other similar medium without the prior written consent of the District.

This Agreement is entered into as of the day and year of later execution below.

ARCHITECT	COAST COMMUNITY COLLEGE DISTRIC
Ву:	By: President, Board of Trustees
Print Name:	riesident, board of frustees
Date:	Date:
Architect's Federal Taxpayer I.D. Number:	
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EXHIBIT "A" DESCRIPTION OF PROJECT

Description:

CCCD	Contract No.:	

EXHIBIT "B" KEY PERSONNEL

CLASSIFICATION	NAME
CLASSIFICATION	IVANIE
	· · · · · · · · · · · · · · · · · · ·

EXHIBIT "C"

SCHEDULE OF PROJECT DEADLINES*

		Sheet of
NTP:	TBD	
Schematic Design	Weeks	
Review and Approval:	Weeks	
Design Development:	Weeks	
District Review and Approval:	Weeks	•
Submit to State for Approval:	Prior to	
Construction Documents 50%:	Weeks	
Construction Documents 95%:	Weeks	
District Review and Approval:	Weeks	
DSA Review & Approval:	Weeks	
Submit to State for Approval:	Week	
Bid Period:	Weeks	
Construction Contract Award:	Weeks	
Construction Period:	Months (estimated)	

EXHIBIT "D"

SUBMITTAL REQUIREMENTS

Unless otherwise directed by the District, the Architect shall submit to the Program Manager, at the conclusion of each phase of service, the following documents in the types and quantities indicated:

PHASE	DRAWINGS	SPECIFICATIONS, BASIS OF DESIGN, CALCULATIONS AND COST ESTIMATE AS	
		APPLICABLE TO PHASE	
Schematic Design	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 ½" x 11" bound Outline Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.	
Design Development	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 ½" x 11" bound Specifications; 3 sets of detailed cost estimate and design criteria. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.	
50% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 ½" x 11" bound Specifications; 3 sets of 50% level detailed cost estimate and preliminary engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.	
95% Construction Documents	3 sets of full size prints; 3 sets of half-size prints; 1 set of reproducible drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of drawings.	3 sets of 8 ½" x 11" bound Specifications; 3 sets of 95% level detailed cost estimate and engineering calculations. An electronic copy or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of all documents.	

Upon DSA Approval	1 set of prints bearing an original DSA stamp of approval; 3 copies of full size and 3 half-size prints with DSA's stamp of approval.	1 set of Specifications and engineering calculations bearing an original DSA stamp of approval; 3 copies of 8 ½" x 11" bound Specifications and engineering calculations with DSA's approval stamp; 3 sets of the final detailed cost estimate updated to reflect DSA comments. An electronic or reproducible copy of each to be submitted to the District's reprographic company for further copying. 3 copies of electronic files of final detailed cost estimate.	
Bidding support / solicitation of bids	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets.	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets.	
Bidding Support Addenda	3 sets of full size reproducible drawings bearing DSA stamp of approval; 3 copies of electronic files of drawings.	3 sets of 8 ½" x 11" Specifications and written addenda; 3 copies of electronic files of all documents.	
Construction Phase	1 set of reproducible drawings with DSA's stamp to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR COSTRUCTION."	1 set of the Project Manual with DSA's stamp of approval to be submitted to the District's reprographic company for printing of Bid Sets. This set to be labeled "FOR CONSTRUCTION."	
Record Documents	Initial submittal for review; submit 3 sets of Record Drawings. Upon approval, submit 3 sets of full size and 3 half-size prints of Record Drawings; 1 set of reproducible Record Drawings to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Drawings.	Initial submittal for review; submit 3 sets of Record Project Manual. Upon approval, submit 3 sets of Record Manual; 1 set of reproducible Record Project Manual to be submitted to the District's reprographic company for further printing; 3 copies of electronic files of Record Project Manual.	

In addition to the above described submittals, the required quantities of documents shall be submitted for review and approval to the appropriate governing agencies, which may include but is not limited to:

Division of State Architect
Bureau of Public Works (B Permit)
County Health Department (Food preparation and food service)
Office of the Public School Construction
State Chancellor's Office
Local Fire Department

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EXHIBIT "E"

AUTHORIZED ADDITIONAL SERVICES

None.

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EXHIBIT "F"

EXCLUDED DESIGN SERVICES

None.

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EXHIBIT "G"

SCHEDULE OF COMPENSATION*

As total compensation for the	Architect's performance o	f the Basic S	Services,	the A	Architect
shall receive the sum of		Dollar	rs (\$).

EXHIBIT "H"

HOURLY RATES SCHEDULE

CLASSIFICATION	ALL INCLUSIVE HOURLY RATE*
222	
<u> </u>	
<u> </u>	
* Note: These rates are valid for durati	on of the Agreement.

EXHIBIT "I"

FEE PAYMENT SCHEDULE

	 Sheet 1 of 1
Schematic Design Phase:	\$ Invoiced monthly
Design Development:	\$ Invoiced monthly
Construction Documents 50%:	\$ Invoiced monthly up to this amount
Construction Documents 95%:	\$ Invoiced monthly up to this amount
DSA Review & Approval:	\$ Upon submittal to the State of DSA
Bidding Phase:	\$ approved Construction Documents Invoiced monthly up to this amount
Construction Period:	\$ Invoice monthly up to this amount
Construction Close-out:	\$ Upon completion of items required by
Total Fee:	\$ Section 2.10

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EXHIBIT "J"

REIMBURSABLE EXPENSES

District shall, in addition to its Basic Services compensation, reimburse Architect a reasonable sum for the out-of-pocket expenses listed in this Exhibit that are incurred and paid for by Architect in furtherance of performance of its obligations under this Agreement, but only to the amount expended by the Architect ("at cost"), only to the extent that such expenses are generated in connection with the operations of this Project, and only to the extent authorized by Section 5.7 of the Agreement:

- (i) Printing and reproduction expenses for drawings and documents beyond that which is included in this Agreement;
- (ii) express shipping, overnight mail, messenger, courier, or delivery services (but not including company or corporate required communications or reports, such as but not limited to timesheets, expense reports, inter-office memoranda, invoices, etc.);
- (iii) long distance telephone calls (i.e., outside the 562, 323, 213, 310, 818, 714, 626, 909, and 949 area codes);
- (iv) mileage beyond a 50 mile radius of Architect's office in conjunction with the performance of Basic and/or Additional Services (excluding travel from residence to Project or Architect's home or branch offices to Project) at the rate established by Internal Revenue Services and related parking and/or tolls;
- (v) out-of-town travel as approved in advance in writing by District;
- (vi) regulatory agency and permit-filing fees that are specific to the Project;
- (vii) presentation models and renderings;
- (viii) preparation of measured "as-built" drawings.
- (ix) selection by the Architect, at the District's request, of movable furniture, equipment, or articles which are not included in the Construction Contract;
- (x) special consultants other than included in Basic Services;
- (xi) providing detailed quantity surveys or inventories of material, equipment, and labor;

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EXHIBIT "K"

SCHEDULE OF INSURANCE

Current Certificates for Liability and Worker's Compensation are required to be on file for all District projects.

District insurance requirements are:

- 1. Commercial General Liability Insurance for bodily injury and property damage, including accidental death in an amount not less than One Million Dollars per occurrence, Two Million Dollars in the aggregate, and commercial auto liability insurance with limits of not less than One Million Dollars per occurrence, including: (1) owned, non-owned and hired vehicles; (b) blanket contractual; (c) broad form property damage; (d) products/completed operations; and (e) personal injury. Coast Community College District is to be named as an additional insured.
- 2. Professional Liability Insurance covering the Consultant's negligent acts, errors, and omissions, with limits not less than \$1,000,000 each claim and \$3,000,000 annual aggregate and with a deductible of not more than \$50,000. Such policy shall continue in effect for four years following the date of acceptance by the District of the completed project for which the Consultant provided services.
- 3. Worker's Compensation Insurance in accordance with California law and Employers Liability Insurance with limits of not less than One Million Dollars per employee and One Million Dollars per occurrence.

EXHIBIT "L"

DESCRIPTION OF BOND

(IF APPLICABLE)

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EXHIBIT "M"

ARCHITECT'S STATEMENT OF QUALIFICATIONS $\underline{\textbf{AND}}$ PROPOSAL

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Section 3.05.04

Approval of Contractors for FY 2010-11 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 2010-2011. 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.

A-1 Enterprises
2831 E. La Cresta Avenue
Anaheim CA 92806

A-1 Fence Company 2831 E La Cresta Avenue Anaheim CA 92806 ABC Window Cleaning 18541 San Antonio Street Fountain Valley CA 92708

Accent Awnings Inc. 1600 E St. Gertrude Place Santa Ana CA 92705-5312 Accessorie Air Compressor 1858 N Case St Orange CA 92865 Accurate Termite Control 13865 Alton Parkway Suite B Irvine CA 92618

Action Awnings Inc 1815 N. Orangethorpe Park Anaheim CA 92801 Action Door Controls Inc. 2111 Iowa Avenue Suite L Riverside CA 92507

Action Door Repair 5420 Malabar Street Huntington Park CA 90255

`dele Construction
3 Hillside Dr
Rancho Santa Margarita CA 92688

Aerocoach Transportation LLC 13438 Aspen Grove Road Corona CA 92880 Agriserve Pest Control 9456 Schaffer Ave Ontario CA 91761

Air Cleaning Technology 411 Rowland Avenue Santa Ana CA 92707 Air Gas Testing and Consulting 1582 Parkway Loop Suite G Tustin CA 92780 Air Rental Inc 12214 Lakewood Blvd Downey CA 90242

Air Treatment Corporation 957 Lawson Street City of Industry CA 91748

ALD Security 355 N. Sheridan #113 Corona CA 92880 Alexander's Mobility Services 2942 Don Avenue Tustin CA 92780

Alexander's Moving and Storage 2610 S Birch St Santa Ana CA 92707 All American Asphalt PO Box 2220 Corona CA 92878 All Area Plumbing 1560 W Industrial Park Street Covina CA 91722

Allscape 6765 Westminster Blvd C-142 /estminster CA 92683 Amberwick Corporation 2304 West 16th Street Long Beach CA 90813

America West Landscape 15086 La Palma Dr Chino CA 91710-9559

American City Pest Control American Commissioning Group American Air Balance Company 4721 E. Hunter Avenue 614 W 184th St. 4721 Hunter Avenue Anaheim CA 92807 Gardena CA 20248 Anaheim CA 92807 American Geotechnical Inc. Ammco Maintenance Amtech Elevator Services 22725 Old Canal Road 10812 Los Alamitos Blvd 1550 S Sunkist Street Suite A Yorba Linda CA 92887 Los Alamitos CA 90720 Anaheim CA 92806 Andrews AMSW Inc. Andtech Corp. Amtek Construction 3154 E La Palma Unit C 12908 Haster Street 11923 Rivera Road Garden Grove CA 92840 Anaheim CA 92806 Santa Fe Springs CA 90670 Arbor E & T LLC Architectural Design and Signs Antimite Termite and Pest Control **5867 PINE AVENUE** 9901 Linn Station Road 2950 Palisades Drive Corona CA 92880 Louisville KY 40223 CHINO HILLS CA 91709 ASI Modulex Associated Soils Engineering Inc. ASC Electric Inc. 2221 E Winston Road Suite N 5849 Uplander Way 2860 Walnut Avenue Anaheim CA 92806 Culver City CA 90230 Signal Hill CA 90755 Atlas-Allied Inc. Athena Engineering Atlas Environmental Engineering 446 Borrego Court 3185 Airway Avenue Suite D-1 1210 N Las Braises San Dimas CA 91773 Costa Mesa CA 92626 Anaheim CA 92806 Audio Visual Innovators Automatic Boiler Inc. **AVI-SPL** 11095 Knott Avenue Suite E 2025 W Commonwealth Ave 11095 KNOTT AVE SUITE E CYPRESS CA 90630 Cypress CA 90630 Fullerton CA 92833 **B & P Services** Bat Jac Glass Co. B & B Service 3605 W 1st Street 9718 Las Tunas Dr 771 Newton Way Costa Mesa CA 92627 Santa Ana CA 92703 Temple City CA 91780 Beachwood Construction **Baytek Engineering Beach Paving** 259 Lilac Lane PO Box 58011 748 N Poplar Sherman Oaks CA 91413 Costa Mesa CA 92627 Orange CA 92868

BEC Electric Inc.
419 Main Street # 217
Huntington Beach CA 92648

Main Street # 217 PO Box 51
tington Beach CA 92648 Laguna Beach CA 92652

Bee Busters

Beeman Pest Control

PO Box 51

25652 Taladro Circle # G

Laguna Beach CA 92652

Mission Viejo CA 92691

Bekins Moving Solutions 6300 Valley View Street Juena Park CA 90620

Best Contracting Services 19027 South Hamilton Avenue Gardena CA 90248

Blinn and Young 645 W 17th St Costa Mesa CA 92627

Briggs Electric Inc. 14381 Franklin Avenue Tustin CA 92780

Cabral Roofing 815 W Olympic Blvd Montebello CA 90640

California Boring 770 N. Eckhoff Orange CA 92868

California Hazardous Services Inc 3132 W Adams St Santa Ana CA 92704

Campos Custom Concrete 32423 Santa Clarita Street Acton Ca 93510

Castagna Awnings 8534 Hamilton Avenue Huntington Beach CA 92648

Certified Transportation 038 North Custer St Santa Ana CA 92701 Besam Entrance Solutions 14808 Central Avenue Chino CA 91709

Bithell Inc 1004 E Edna Place Covina CA 91724

Bob's Shade and Linoleum 208 E Chapman Ave Orange CA 92866

Cabinets Plus 1782 Langley Avenue Irvine CA 92614

Cal Louis Construction 1782 Pitcarin Costa Mesa CA 92626

California Commercial Lighting 1375 N Brasher Anaheim CA 92807

California Surfacing 4457 Oak Lane Claremont CA 91711

Candlelight Draperies

14 Bethany

Laguna Niguel CA 92677

Castle Electric 3303 Harbor Blvd Unit B-5 Costa Mesa CA 92626

Chambers Group Inc. 27671 Cowan Avenue Suite 100 Irvine CA 926140 Best Air Control 1601 W Rosecrans Avenue Gardena CA 90249

Bligh Roof Co. Inc. 11043 Forest Place Santa Fe Springs CA 90670

Bostick Company 2870 East La Cresta Ave Anaheim CA 92806

Cable Masters 2281 W 205th Street # 101 Torrance CA 90501

Caliber Paving Company 673 Young Street Santa Ana CA 92705

California Environmental Care PO Box 29 Anaheim CA 92815

California Technical Canvas 2814 University Avenue San Diego Ca 92104

Carrier Corporation
One Carrier Place
Farmington CA 06034

CCS Enterprises 2271 N. Batavia Street Orange CA 92865

Chaney Company 25510 Stanford Ave #103 Valencia CA 91355

Chipman Relocation	Chromate Products	CI Services
2250 S Yale Street Bldg B	100 Davinci Drive	26861 Trabuco Road #353
Santa Ana CA 92704	Bohemia NY 11716	Mission Viejo CA 92691
Cibola Systems Corporation	City Lift Elevator	Clear Sign and Design
1118 East 17th Street	16 Blackhawk	170 Navajo Street
Santa Ana CA 92701	Coto de Caza CA 92679	San Marcos CA 92069
Climatec Building Technologies	CLS Landscape Management	Cluck Air Conditioning and Heating
18002 Cowan	4711 Schaefer Avenue	1401 E Highland Avenue
Irvine CA 92614	Chino CA 91710	San Bernardino CA 92404
Coach Max Corp.	Coast Construction	Collins Company
1493 N. Montebello Blvd. #102	18030 BROOKHURST ST #572	5470 Daniels St
Montebello CA 90640	FOUNTAN VALLEY CA 92708	Chino CA 91710
Commercial Door of O.C.	Commercial Relocation Company	Concrete Coring Company of LA
1770 S. Boyd Street	16321 Gothard Street Unit G	14005 Orange Avenue
Santa Ana CA 92705	Huntington Beach CA 92647	Paramount CA 90723
Canta Ana OA O21 00	Transington Bodon G. Cozo II	Talamount of too 25
Concrete Creations Coatings Inc.	Concrete Cutting International	Conditioned Air Technicians
2575 Elden Avenue #F	20963 S Lamberton	2650 Walnut Avenue Suite A
Costa Mesa CA 92627	Long Beach CA 90810	Tustin CA 92780
Conley's Manufacturing	Continental Painting	Contract Services Group Inc.
4344 Mission Avenue	20142 State Road	480 Capricorn Street
Montclair CA 91763	Cerritos CA 90703	Brea CA 92822
Contractors Management Group	Control Works Inc.	Corporate Relocation Services
4950 West 145th Street	13791 Roswell Avenue E	224 E Meats
Hawthirne CA90250	Chino CA 91710	Orange CA 92865
CR And R	Crack Patcher Inc.	Creo Electric
11292 Western Avenue	18032 C Lemon Drive	1241 S Wright Street
Stanton CA 90680	Yorba Linda CA 92886	Santa Ana CA 92705
Crown Fence Co.	Crown Worldwide Moving and Storage	CSI Surveillance Systems
12118 Bloomfield Avenue	14826 Wicks Blvd.	192 Technology Drive # V
Santa Fe Springs CA 90670	San Leandro CA 94577	Irvine CA 92618

CSL Enterprises
405 SOUTH POPLAR AVENUE
JREA CA 92821

Dakota Backflow PO Box 2643 Rancho Cucamonga

Day-Light Maintenance 275 South Lewis Street Orange CA 92868

Diamond Construction and Design 201 Clark Avenue Pomona CA 91767

Diversified Window Coverings 8410 Juniper Creek Lane San Diego CA 92126

Dunkel Bros Moving 14500 Firestone Blvd La Mirada CA 90638

Edwards Service 500 Cypress Creek Road Suite 650 Ft. Lauderdale FL 33309

Electro Systems Electric 16932 Gothard St Unit I Huntington Beach CA 92647

Elite Construction Equipment 431 W Chestnut Monrovia CA 91016

Excel Door and Gate
O Box 4924
Riverside CA 92514

Culver Group Inc 12387 Lewis St Suite 201 Garden Grove CA 92840

Data Cable Systems Inc 1929 South Myrtle Ave Monrovia CA 91016

De Jong Air Conditioning and Heating 23498 Sandstone Mission Viejo CA 92692

Digital Energy Inc 128 Auburn Court Suite 106 Westlake Village CA 91362

Donovan Distribution Inc. 1411 N. Batavia St. Suite 120 Orange CA 92867

Eastern Van Lines 16018 Adelante Suite A Irwindale CA 91702

EJ Enterprises 2801 Saturn ST #B Brea CA 92821

Electrolurgy Manufacturing Inc. 1801 Newport Circle Santa Ana CA 92705

Embee Technologies 16592 Millikan Ave Irvine CA 92606

Exclusive Construction 402 N Westridge Avenue Glendora CA 91741 Custom Building Maintenance 13210Harbor Blvd #219 Garden Grove CA 92643

Data Clean Corporation 740 E Debra Lane Anaheim CA 92805

Dennison Electric 10855 Portal Drive Los Alamitos CA 90720

Digital Networks Group 11 Goddard Irvine CA 92618

Drapery Works 1525 Mesa Verde Dr E Suite 106 Costa Mesa CA 92626

Easy Turf P.O. Box 4663057 Escondido CA 92046

El Camino Asphalt Paving 784 N Lemon Street Orange CA 92867

Elesco 170 McCormick Avenue Costa Mesa CA 92626

Essel Technology Services 414 Pendleton Way # 3 Oakland CA 94621

Executive Lighting Services 1141 North Cosby Way Suite A Anaheim CA 92806

Felton Buckley Financial Corp.	Fineline Electric	Fire X-Tingusher Service Company
10351 Santa Monica Blvd. #310	1183 N Patt Street	PO Box 7106
Los Angeles CA 90025	Anaheim CA 92801	Orange CA 92863
Flori Flor Occidence	Flat and Vertical Inc.	Floor Technology Group
First Fire Systems	7342 Walnut Avenue	2184 N Batavia Street
5947 Burchard Avenue Suite 200		_,•
Los Angeles CA 90034	Buena Park CA 90620	Orange CA 92865
FM Thomas Air Conditioning	Focus Rack Systems	Fore Engineering Constructors
231 Gemini	3260 N M-43	15461 Red Hill Ave Suite E
Brea CA 92821	Hastings MI 49058	Tustin CA 92780
Freehand Sign Company	Gaff Group Inc.	Garrett Concrete Coring
711 W 17th Suite H-2	1692 N Batacia St. Suite 2	14923 Telephone Avenue.
Costa Mesa CA 92627	Orange CA 92867	Chino CA
Costa Mesa CA 92021	Grange CA 92007	Offino OA
Geocon Inland Empire Inc.	George Donnelly Testing and	Global Geo-Engineering
6960 Flanders Drive	Inspection	2712 Dow Avenue
San Diego CA 92121	1 Curso Lane	Tustin CA 92780
	Hot Springs Village AR 71909-3723	
Great Western Termite Control	Greater Alarm Company	Gruett Tree Company Inc.
10946 Elliot St	17992 Cowan Avenue	PO Box 12375
El Monte CA 91732	Irvine CA 92614	Orange CA 92859
Guardian Power Protection	Guida Surveying Inc.	H & E Equipment Services Inc.
1052 N Tustin Avenue	9241 Irvine Blvd.	11100 Mead Rd Suite 200
Anaheim CA 92807	Irvine CA 92618	Baton Rouge LA 70810
Hadley Towing and Collision Center	Hall and Foreman	Hayward Baker Inc
11819 E Hadley Street	420 Echange Suite 100	1780 Lemonwood Drive
Whittier CA 90601	Irvine CA 92602	Santa Paula CA 93060
Hidden Valley Moving and Storage	Hoffman Southwest Corp.	Hoffman Video Systems
2208 Harmonny Grove Road	23311 Madero Street	1049 Flower St
Escondido CA 92029	Mission Viejo CA 92691	Glendale CA 91221
Non-confillation office of	HPL Mechanical	Huffman West Construction
Honeywell International		
101 Columbia Road	1041 Logan Street	27071 Aliso Creek Road Suite 225

1041 Logan Street Santa Ana CA 92701

Aliso Viejo CA 92656

Morris Town NJ 07962

Identification and Security Integrators
5850 Elba Place
Voodland Hills CA 91367
Integrated Design Services
1 Peters Canyon Road Unit 140

Intratek Computer Inc 5431 Industrial Drive Huntington Beach CA 92649

J. Miller Canvas 2429 S Birch Street Santa Ana CA 92707

Irvine CA 92606

JB Innovations 4933 Maplewood Avenue Los Angeles CA 90004

John Clarke and Associates 1607 E Edinger Avenue Suite D Santa Ana CA 92705

JRP Services 27972 Forbes Rd Suite F Laguna Niguel CA 92677

Kerry Contractors Inc 5862 Bolsa Ave Suite 108 Huntington Beach CA 92649

Knorr Systems Inc. 2221 Standard Avenue Santa Ana CA 92707

Landscape Inter-Cal Construction 240 Hunter Street Santa Ana CA 92705 Independent Electric Supply PO Box 1263 San Carlos CA 94070

Interior Resources Inc 1761 Reynolds Avenue Irvine CA

J & A Glass 17229 Newhope Street Suite D Fountain Valley CA 92708

J.R. Universal Construction 1045 N HUDSON AVENUE LOS ANGELES CA 90038

JDK Drilling Inc. 2372 N. Batavia Street Orange CA 92865

John Hignite 9945 Arkansas St Bellflower CA 90706

JSB Engineering 17901 Skye Lane Huntington Beach CA 92646

Keystone Engineering Solutions 9550 Research Dr. Irvine CA 92618

Koury Engineering and Testing 17800 S Main St Suite 303 Gardena CA 90248

Leonard Chaidez Inc. PO Box 29 Anaheim CA 92815 Inland Empire Architectural Specialties 783 Palmyrita Avenue Suite B Riverside CA 92505-1817

Interpipe Contracting Inc. 19870 Hartley Road Santee CA 92071

J & G Industries 18627 Brookhurst St #302 Fountain Valley CA 92708

JA Williams Inc. 6431 E Pheasant Lane Orange CA 92869

JL Blakkolb & Associates 700 E. Redlands Blvd #U-333 Redlands CA 92373

John's Forklift Service Inc 10900 Chestnut Avenue Stanton CA 90680

Judge Netting Inc. 427 E. 17th Street Suite 489 Costa Mesa CA

King Office Services 13535 Larwin Circle Santa Fe Springs CA 90670

La Habra Fence Co. 541 So Harbor Blvd La Habra CA 90631

Lopez Works Inc 21195 Prairie View Lane Trabuco Canyon CA 92679

Lubrication Engineers Inc.	LVH Electric	Main Electric Supply Company
300 Bailey Avenue	300 Irving Drive	2691 Richter Venue Suite 118
Fort Worth TX 76107	Oxnard CA 93031	Irvine CA 92602
Manley's Boiler Repair	Marathon Business Solutions Inc.	Marcor Remediation
7931 Whitaker Street	17895 Sky Park Circle	16027 Carmenita Road
Buena Park CA 90621	Irvine CA 92614	Cerritos CA 90703-2208
Marina Landscape Inc.	MASS Electric Inc.	MB Herzog Electric
1900 S. Lewis Street	36702 Doreen Drive	15709 Illinois Avenue
Anaheim CA 92805	Murrieta CA 92563	Paramount CA 90723
MC CONSTRUCTION	McWil Sports Surfaces Inc.	Mega Hertz Electric Inc.
7451 Warner Avenue	19209 S. Fiqueroa St.	2657 Sichel Street
Huntington Beach CA 92647	Gardena CA 90248	Los Angeles CA 90031
Mel and Al Landscaping	Metalclad Insulation Corp	Metropro Road Services
13292 Cedar St	1818 East Rosslynn Avenue	2550 S Garnsey St
Westminster CA 92683	Fullerton CA 92831	Santa Ana CA 92707
Mike McMahan Desk Inc	Miller Environmental	Minuteman Industries Inc.
8645 Research Dr	2210 South DuPont	P.O. Box 4963
Irvine CA 92718	Anaheim CA 92806	Garden Grove CA 9842
Mobile Kitchens USA	Model Glass and Mirror	Modern Tree Service Inc.
2031 S. Lida Lane	1635 Superior Avenue #1	26431 Calle Lucana
Anaheim CA 92802	Costa Mesa CA 92627	San Juan Capistrano CA 92675
Montgomery Hardware	MS ROUSE COMPANY	MT Walker Company
8777 Lanyard Ct.	1611 KONA DRIVE	10541 Chestnut Avenue
Rancho Cucamonga CA 91730	RANCHO DOMINGUEZ CA 90220	Stanton CA 90680
Multi Zone HVAC	National Sign & Marketing Corp	Newport Exterminating
513 Sonora Avenue	13580 5th Street	16661 Milikan Avenue
Glendale CA 91201	Chino CA 91710	Irvine CA 92606-5028

NuAge Development

Yorba Linda CA 92686

3940 Prospect Avenue Suite A

Nugent Painting Inc.

9905 Newcomb Avenue Whittier CA 90603

PO Box 9693

Northcott Williams Painting

Laguna Beach CA 92652

Nuno Enterprises
5300 E. Beverly Blvd. Suite B
_os Angeles CA 90022

Odyssey Power Corporation

Omron Management Center
One Commerce Drive

625 N. Sheppard Street

Anaheim CA 92806

Schamburg IL 60173

Optima Network Services Inc. 4590 Eucalyptus Avenue Suite C Chino CA 91710-9203

Orkin Inc. 2170 Piedmont Road NE Atlanta GA 30324

Pacific Energy and Light 149 Via Trevizio Corona CA 92879

Pacific Office Interiors 5034 Derry Avenue Agoura Hills CA 91301

Penhall Company 1801 Penhall Way Anaheim CA 92801

Peterson's Tree Works 605 Rancho Santiago Blvd Orange CA 92869

PorterMatt Electric 431 Production Drive Huntington Beach CA 92649 Ocean Protection Technologies 201 Clark Avenue Pomona CA

Office Furniture Group Inc. 18400 Von Karmon #110 Irvine CA 92612

Ontario Refrigeration 635 South Mountain Ave Ontario CA 91762

Orange County Fire Protection 137 W Bristol Lane Orange CA 92865

Orkin Pest Control
12710 Magnolia Avenue
Riverside CA 92503

Pacific Floor Company Inc 9300 Oso Avenue Chatsworth CA 91311

Pacific Utility Installation 149 Via Trevizio Corona CA 92879

Penn Air Group 5941 Lakeshore Drive Cypress CA 90630

Phoenix Group Information Systems 2670 N. Main Street Suite 200 Santa Ana CA 92705

Power Distributors Inc 15245 E Proctor Avenue City of Industry CA 91745 O'Connor Construction Mgt 8851 Research Dr Irvine CA 92618

Oliver Mahon Asphalt 182 WELLS PLACE COSTA MESA CA 92627

Optima Network Services 4590 Eucalyptus Ave Unit C Chino CA 91710

Ordway Corp. 1632 Sierra Madre Circle Placentia CA 92870

Pacific Blue Micro 16800 Aston Street #175 Irvine CA 92608

Pacific National Group 2392 S Bateman Avenue Irwindale CA 91010

Pasco Scientific 10101 Foothills Blvd Roseville CA 95745

Performance Glass Inc. 631 Roberta Avenue Glendale CA 91201

Plancorp 489 Dustin Los Angeles CA 90065

Power Engineering Services Inc. 2703 Saturn St Brea CA 92821

Power Plus	PPC/ Plumbing Piping and Construction	PR Construction
1005 N Edward Ct	5950 Lakeshore Dr	1995 N Batavia
Anaheim Ca 92806	Cypress CA 90630	Orange CA 92865
Preferred Paving	Preferred Property Management	Premier Information Systems
2850 East LaCresta	5 Holland Bldg 123	17150 Newhope Street #206
Anaheim CA 92806	Irvine CA 92618	Fountain Valley CA 92708
Premier Personnel Resources	Prestige Telecommunications Inc.	Pro Furniture Installs
637 Albertoni Avenue Suite 101	2 West 39th Street	6682 Ginger Lane
Carson CA 90746	Kansas City MO 64111	Westminster CA 92683
Professional Door Systems Inc.	Professional Plumbing Inc.	Professional Turf Specialties
1552 S Anaheim Blvd Suite C	17150 Newhope Street Suite 307	1544 Wavertree Lane
Anaheim CA 92805	Fountain Valley CA 92708	Fullerton CA 92831
Proforma Solutions	Pyramid Services Inc.	Quality Aire
17011 Beach Blvd #820	414 West 4th Street Suite A	7245 Garden Grove Blvd Suite G
Huntington Beach CA 92647	Santa Ana CA 92701	Garden Grove CA 92841
Quality Environmental Inc.	Quality Fence Company	Quality First Woodworks
13340 E Firestone Blvd Unit I	14929 Garfield Avenue	3490 E Mira Loma Ave
Santa Fe Springs CA 90670	Paramount CA 90723	Anaheim CA 92806
Quality Refrigeration Company Inc.	R.F. MacDonald Company	Rain Bird Services
45 Dapplegray Lane	29520 Eden Landing Road	1000 West Sierra Madre Avenue
Rolling Hills Estates CA 90274	Hayward CA 94545	Azusa CA 91702
Rancho Vista Landscape	Refrigerated Air Mechanical Systems	Reliable Elevator of Orange
1335 Warmlands Ave	2050 S Loara Street	1370 Reynolds Avenue # 114
Vista CA 92084	Anaheim CA 92802	Irvine CA 92614
Rex Gilmore Landscape	Rey Crest Roofing	Rice General Builders
7421 Calico Trail	3065 Verdugo Rd	4467 Salisbury Drive
Orange CA 92869	Los Angeles CA 90065	Carlsbad CA 92010
Rick Engineering Company	Rochester Midland Corp	Roller Electric Inc.
5620 Friars Road	333 Hollenback Street	25 Chickadee Lane
	D 1 1 1000	4" \" : OA OOOEO

Rochecter NY 14623

San Diego CA 92110

Aliso Viejo CA 92656

Rossetti Associates Inc. RSC Equipment Rental Inc. Saddleback Golf Carts 999 N. Sepulveda Blvd Suite 100 6929 E Greenway Parkway Suite 200 23261 Del Lago Dr #10 ≟l Segundo CA 90245 Scottsdale AZ 85254 Laguna Hills CA 92653 Safety First Pest Control Sars Software Products Sasco Data Systems 13431 Pepperdine Circle 54 Edgewood Avenue 2750 Moore Ave Westminster CA 92683 Mill Valley CA 94941 Fullerton CA 92833 Sav-on Signs Inc. SCA Environmental Inc. Schea Holdings Inc. 3929 E Anaheim Street 334 19th Street 9812 Independence Avenue Long Beach CA 90804 Oakland CA 94612 Chatsworth CA 91311 Schirmer Engineering Scholten Roofing Service Co. SDR Surveying 21221 S WESTERN AVENUE # 100 23401 Madero Suite C 2719 Carretera **TORRANCE CA 90501** Mission Viejo CA 92691 San Clemente CA 92673 Sea Clear Pools Security Signal Devices Seglinski and Associates 23316 S Normamdie Avenue # B 1740 N Lemon St 3002 Newport Blvd Torrance CA 90502 Anaheim CA 92801 Newport Beach CA 92663 Service First Service Master Servpro 3505 Cadillac Ave # F9 3002 Dow Avenue #138 18101 Redondo Circle Suite 0 Costa Mesa CA 92626 Tustin CA 92780 Huntington Beach Ca 92648 Sheeler Bros. Masonry Shelf Master Inc. Sheward and Sons 10825 Ramblewood Dr 2837 E. Coronado St. 3000 Airway Avenue Stanton CA 90680 Anaheim CA 92806 Costa Mesa CA 92626 Sign Methods Inc. Silver State Trailways Sims Tree Health Specialists Inc. 1749 E 28th St 701 Fee Ana Street 6111 Appaloosa Avenue Signal Hill CA 90755 Placentia CA 92870 Pedley CA 92509 Sitmatic SKF USA Inc. Skylights Unlimited 1800 Raymer Avenue 890 Forty Foot RD 19321 Weakfish Lane Fullerton CA 92833 Kulpsville PA 19443 Huntington Beach CA 92646 Slater Waterproofing SMS Systems Maintenance Services So Cal Fire Protection

Inc

9013 Perimeter Woods Dr

Charlotte CA 28216

14102 Holt Avenue

Santa Ana CA 92705

577 Arrow Highway

Montclair CA 91763

South Coast Fire Protection So Cal Soil and Testing Sol Cal Window Tinting 144 S PALO CEDRO DRIVE 1908 S El Camino Real #B PO Box 600627 San Clemente CA 92672 **DIAMOND BAR CA 91765** San Diego CA 92160 Spinitar Southcoast Acoustical Interiors Southland Industries 16751 Knott Avenue 9155 Archibald Avenue Suite 902 17941 Fitch Ave La Mirada CA 90638 Rancho Cucamonga CA 91730 Irvine CA 92614 Spring Valley Development Inc. Sport Supply Group Sports Facilities Group PO Box 7024 17842 Mitchell North #200 1901 Diplomat Drive Irvine CA 92614 Riverside CA 92513 Farmers Branch TX 75234 Stanley Convergent Security Solutions Stone Roofing Company Stericycle Inc 28161 N Keith Dr 730 North Coney Ave 55 Shuman Blvd Naperville IL 60563 Lake Forest CA 60045 Azusa CA 91702 Sun Environmental Engineering Inc. Sun Pacific Systems StoreFront Door Repair Inc. PO Box 6877 23222 Olive Avenue Suite A 17032 Palmdale St. Unit A Lake Forest CA 92630 Torrance CA 90504 Huntington Beach CA 92647 Superior Onsite Service Surface Decking Company Inc. Superior Asphalt Paving Inc. 1178 North Grove Street Unit F 237 Bent Avenue 3040 E Colorado Anaheim CA 92806 San Marcos CA 92078 Anaheim CA 92806 Tandus Flooring Inc. Tafoya and Associates T and D Communications, Inc. 311 Smith Industrial Blvd 15471 Red Barn Court 500 Harrington Street, C-2 Dalton GA 30722 Chino CA 91710 Corona, CA 92880 Tel: (951) 737-0660 TekWorks L.A. **Telacu Construction Management** Tangram LLC 414 W. 4th Street Suite L 670 E Parkridge Avenue 9200Sorensen Ave Santa Ana CA 92701 Santa Fe Springs CA 90670 Corona Ca 92879 **Terminex International** The Mark Costello Company The McIntyre Company 860 Ridge Lake Blvd 1145 Dominguez Street Suite J 872 Towne Center Drive Carson CA 90746 Pomona CA 91767 Memphis TN 38120-9424

The Tint Pros Thermadyne Industries

16582 Gothard Street Suite Q 15052 Swingley Ridge Road #300

Huntington Beach CA 92647 Chesterfield MO 63017

Thomas Acoustics
7605 Monroe St
Paramount CA 90723

Thompson & Riffe dba Med-Equip 5327 Sheila St Jommerce CA 90040

Tom Byer Roofing Services PO Box 771 Huntington Beach CA 92648

Tree Care Arborists 14300 Clinton # 116 Garden Grove CA 92843

Treesmith Enterprises 1551 N Miller St Anaheim CA 92806

Tri-County Sandblasting Inc. PO Box 490 Westminster CA 92683

fru Roll Inc 825 Western Ave Unit 12 Glendale CA 91201

Turbochef Technologies Inc. 4240 International Parkway Suite 105 Carrollton TX 75007

United Pumping Service 14000 East Valley Blvd City of Industry CA 91746

Van Diest Brothers 15315 Lakewood Blvd Paramount CA 90723

Vortex Industries 932 E Mc Fadden Santa Ana CA 92705 ThyssenKrupp Elevator 1601 S Sunkist Street Suite E Anaheim CA 92806

Tomark Sports 1180 California Avenue #A Corona CA 92881

Tree Elements 22605 E La Palma Avenue # 509 Yorba Linda CA 92887

Tri Best Visual Display 8620 Red Oak St Rancho Cucamonga CA 91730

Tri-Signal Integration 12701 Encinitas Avenue Sylmar CA 91342

Trugreen Limited Partnership 860 Ridge Lake Boulevard Memphis TN 38120-9434

United Air Conditioning Service Co. 22343 La Palma Ave Suite 112 Yorba Linda CA 92887

Universal Networks PO Box 2663 Canyon Country CA 91386

Verne's Plumbing Inc. 8561 Whitaker St Buena Park CA 90621

Walker Electric 1458 Bon View Avenue Ontario CA 91761 Tint Matters
8440 CERRITOS AVENUE #E
STANTON CA 90680

Traditional Plumbing 22 Carrack Laguna Niguel CA 92677

Tree Pros Inc. P.O. Box 1066 Chino CA 91708

Tri State Environmental 17100 Bear Valley Rd #B Victorville CA 92392

TRL Systems 4405 Airport Drive Ontario CA 91761

Tuff Shed 1281 Sunshine Way Anaheim CA 92806

United Paving Company 14660 Industry Circle La Mirada CA 90638

Universal Networks Inc. 123 Cajon Street Redlands CA 92373

VFS Fire and Security Services 1011 East Lacy Avenue Anaheim CA 92805

Walker Electric Inc 1458 S Bon View Avenue Ontario CA 91761 Wal-Tek West, Inc. 355 W Crowther Ave Placentia CA 92870

Well Done Property Maintenance 1580 E Dinger #O Santa Ana CA 92705

Wolverine Fence Company 930 S Cypress St La Habra CA 90631

World Wide Fire Inc 3419 Via Lido #191 Newport Beach CA 92663

Your Turf Inc.
PO Box 11597
Newport Beach CA 92658-5035

WCK Building Specialties 33332 Cove Island Place Dana Point CA 92629

Western Exterminator Co. 7911 Warner Huntington Beach CA 92647

Workplace Resource 16651 KNOTT AVENUE LA MIRADA CA 90638

Yamada Enterprises 16552 Burke Lane Huntington Beach CA 92647

Zaino Tennis Courts 950 N. Batavia St. Orange CA 92867 Weatherproofing Technologies 3735 Green Road Beachwood OH 44122

Western Glass Tinting 17921 Skypark Circle E Irvine CA 92614

World Data Products Inc 121 Cheshire Lane Suite 100 Minnetonka MN 55305

Yocum Business Furnishing 809 W Santa Anita St San Gabriel CA 91776

Heat Transfer Solutions 3921 E La Palma Avenue Suite F Anaheim CA 92807

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HVAC SERVICE • REPAIR • RETROFIT

626-709-4204 • LIC.# 793078 • 957 Lawson Street • City of Industry, CA 91748

Assured Maintenance Agreement

TO: Coast Community College District

(Hereinafter called the Purchaser)

1370 Adams Ave, Costa Mesa CA

92626

Zip Code

Complete Address

Contractor will furnish Parts and Labor to maintain the equipment located at:

Coast Community College

Job Name

1370 Adams Ave

Street Address

Costa Mesa

CA 92626

City

Zip

MUSTANG MECHANICAL CONTRACTING (hereinafter referred to as Contractor) agrees to furnish all LABOR, PARTS, REFRIGERANT, OIL, AND MATERIAL as required to accomplish its maintenance service on the equipment list in Schedule A, at the price hereinafter named, and subject to the terms and provisions set forth below as required to maintain the equipment in good operating condition.

- CONTRACTOR AGREES TO: make 4
 inspections of said equipment each year and will perform the following services as required by bonded employees.
 - a. Check operation, condition and performance of all components.
 - Adjust and functionally clean all system components, motors, starters, valves, drives and accessories.
 - c. Lubricate all moving parts.
 - d. Check for refrigerant leaks, repair any found, charge refrigerant system if necessary.
 - e. Paint equipment, as necessary, in order to minimize deterioration.
 - Remove scale and foreign matter from condensers a maximum of once per year.
 - g. Start up and shut down of unit(s) each spring and fall it required.
 - h. Clean coils a maximum of once per year.

- 2. CONTRACTOR ALSO AGREES TO maintain the following items related to the equipment in Schedule A.
 - a. Electric wiring from the starter to its respective motor.
 - Refrigerant piping between two or more pieces of equipment.
 - c. Insulation on the refrigerant piping and equipment.
 - d. Those pressure and temperature controls, thermometers, gauges, control devices, therostats and manual valves located on the equipment.
 - e. Starters.

3. PURCHASER AGREES TO:

- a. Designate a representative in his/her employ to receive instructions in the operation of said equipment. Such representatives are to have authority to carry out recommendations received from Contractor in conjunction with the normal accomplishments of this Agreement.
- Allow Contractor to start and/or stop the equipment in order to perform services provided in this Agreement.
- c. Operate the equipment in accordance with Contractor's instructions, and to notify Contractor promptly of any change in the usual operating conditions.
- d. Provide reasonable means of access to the equipment, including any removal, replacement and refinishing of the building structure required.
- e. Permit the use of Contractor of the usual building maintenance materials and tools.
- f. Employ only Contractor or persons authorized by Contractor to perform all work on the equipment which is the subject of this Agreement, except for the operation of the same.
- g. Provide proper condenser water treatment.

- 4. IT IS UNDERSTOOD THAT except to the extent otherwise provided in the Schedule A, the service and maintenance provided for herein includes only those items listed above. It does not, for example, include any of the following:
 - a. Normal daily and weekend functions of stopping and/or starting the equipment covered hereunder.
 - b. The maintenance of space condition or system performance unless improper conditions are directly due to the failure of the mechanical equipment covered hereunder.
 - c. Changing or cleaning of air filters.
 - d. Piping and valves other than refrigerant.
 - e. Ductwork
 - f. Damage due to freezing weather.
 - g. Water treatment.
 - h. Corrosion or erosion damage to water side of equipment.
 - i. Disconnect switches, fuses, and circuit breakers.
 - j. Portable recorders.
 - k. Complementary equipment (for example, but not confined or limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines.)
 - Any items of equipment as are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

5. TERMS AND CONDITIONS:

- a. Contractor will furnish its ASSURED MAINTENANCE as herein provided for the sum of \$ 8,220.00 per annum.
- b. Payment will be in advance as follows: on the first of each month, beginning on the effective date of this Agreement, Contractor will render an invoice in the amount of \$685.00 and payment will be net upon receipt.
- c. Payments made annually in a single payment in advance will be subject to a 0 % discount from that amount in paragraph 5a. above.
- d. The first monthly payment will be increased by \$0 to cover the cost of placing the equipment listed in Schedule A in good operating condition prior to the first contract year.
- e. During the first 0 months , the monthly payments will be decreased by \$0 due to the equipment warranty which is in effect during this period and expires on n/a

- f. Contractors' obligation to furnish Assured Maintenance shall begin on the effective date of this agreement and shall remain in effect for 1 years from the effective date unless terminated by either party by giving 30 days written notice prior to anniversary date or as hereinbefore and hereinafter provided.
- g. The contract, price is subject to adjustment once each calendar year for changes in labor and material costs. The purchaser is to receive 30 days prior notice of such adjustment.
- h. The price herein named is predicated on the fact that all work (except emergency service) will be done during regular working hours of regular working days unless otherwise specified. If for any reason the purchaser requests that work (except emergency service) be done after regular working hours, the purchaser agrees to reimburse Contractor for any additional cost, including premium pay and insurance.
- i. In the event Contractor is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the equipment covered hereby, or any cause beyond Contractor's control, the purchaser shall reimburse Contractor for the expense incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Contractor rates for performing such services.
- j. In the event that additions, alterations, repairs or adjustments are made to the system without Contractor's approval, this Agreement is terminable at Contractor's option, upon five day's written notice.
- k. The purchaser shall pay Contractor in addition to the purchase price, the amount of all excise, sales, use, privilege, occupation or other similar taxes imposed by the United States Government or any other National, State or local Government, which Contractor is required to pay in connection with the service or material furnished hereunder. The amount of such taxes shall be paid to Contractor at or prior to the time Contractor is required to make payment thereof.
- I. Contractor shall not be liable for failure to perform or for delay in performance due to fire, flood, strike or other labor difficulty, act of God, act of any governmental authority or of the purchaser, riot, embargo, fuel or energy shortage, car shortage, faulty castings or forgings, wrecks or delay in transportation, inability to obtain necessary labor, materials, or manufacturing facilities from usual sources, or due to any cause beyond its reasonable control.

In the event of delay in performance due to any such cause, the date of delivery or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

Except if due to Contractor's negligence or other wrongdoing, m. Contractor, its sub-contractors and suppliers of any tier shall not be liable in contract, in tort (including negligence) or otherwise for damage or loss of other property or equipment or power system, cost of capital, cost of

purchased or replacement power or temporary equipment (including additional expenses incurred in using existing facilities), claims of customers of the purchaser, or for any special, indirect, incidental, or consequential damages whatsoever.

The remedies of the purchaser set forth herein are exclusive and the liability of Contractor with respect to any contract, or anything done in connection therewith such as the performance or breach thereof, or from the manufacture, sale, delivery, resale, installation or technical direction of installation or technical direction of installation, maintenance, repair or use of any equipment covered by or furnished under the contract, whether in contract, in tort (including negligence) or otherwise, shall not exceed the price set forth herein for the work.

- n. This proposal contains the entire Agreement and shall become a valid contract only after acceptance by the purchaser, approval by Contractor, and agreement by the purchaser to a program of preliminary service repairs. No agent, or employee shall have authority to waive any clause of this contract.
- Contractor reserves the right to discontinue this maintenance service at any time without notice, in the event that payments under this Agreement shall not have been made.

SCHEDULE A

Liebert floor unit model no. DH125-AAEIS628 Ser no. C07L010057

Liebert floor unit model no. DH125-AAEIS628 Ser no. C07L010059

Liebert floor unit model no. DH125-AAEIS628 Ser no. C07L010058

Liebert Condensing Unit model no. DCDF-165-A Ser no. 07465C05774

Liebert Condensing Unit model no. DCDF-165-A Ser no. 07465C05712

Liebert Condensing Unit model no. DCDF-165-A Ser no. 07465C05778

Liebert Minimate model no. MMD36E-A00D0S28 Se no. 0746N158079

Liebert Condensing unit model no. PFH037A-AL3S077 Ser no. 0746N158079

AMENDMENTS

Filters changed quarterly.			
Indoor units belts changed annually			
Purchaser's Acceptance			
Accepted By (Printed Full Legal Name of Purchaser)	proved by MUSTANG MECHANICAL CONTRACTING		
Signature and Title	e SBRUICR MIGNIAGEN		
DateAp	proval Date <u>6/3/10</u>		
This certifies that all preliminary service repairs have been completed or arranged for as outlined in Section 5, Paragraph d, and the effective date of the Agreement shall be July 1, 2010			

Copy For:

Page 4 of 4

AGREEMENT FOR SPECIAL SERVICES

This Agreement is entered into between the COAST COMMUNITY COLLEGE DISTRICT, hereinafter referred to as "District," and the law firm of LIEBERT CASSIDY WHITMORE, A Professional Corporation, hereinafter referred to as "Attorney."

WHEREAS District has the need to secure expert training and consulting services to assist District in its relations and negotiations with its employee organizations; and

WHEREAS District has determined that no less than twenty three (23) public agencies in the Community College Districts in the Southern California area have the same need and have agreed to enter into identical agreements with Attorney; and

WHEREAS Attorney is specially experienced and qualified to perform the special services desired by the District and is willing to perform such services;

NOW, THEREFORE, District and Attorney agree as follows:

Attorney's Services:

During the year beginning July 1, 2010, Attorney will provide the following services to District (and the other aforesaid public agencies):

1. Six (6) days of group training workshops covering such employment relations subjects as management rights and obligations, negotiation strategies, employment discrimination and affirmative action, employment relations from the perspective of elected officials, performance evaluation (administering evaluations), grievance and discipline administration for supervisors and managers, planning for and responding to concerted job actions, current court, administrative and legislative developments in personnel administration and employment relations, etc., with the specific subjects covered and lengths of individual workshop presentations to be determined by District and the other said local agencies.

It is expressly understood that the material used during these presentations, including written handouts and projected power points are provided solely for the contracted workshops. This agreement warrants there will be no future use of Liebert Cassidy Whitmore material in other trainings or formats without the expressed written permission of Liebert Cassidy Whitmore. Any such use will constitute a violation of this agreement and copyright provisions.

2. Providing of a monthly newsletter covering employment relations developments.

Fee:

Attorney will provide these special services to District for a fee of Two Thousand Five Hundred Dollars (\$2,500.00) payable in one payment prior to August 1, 2010. The fee, if paid after August 1, 2010 will be \$2,600.00.

Said fee will cover Attorney's time in providing said training and consultative services and the development and printing of written materials provided to attendees at the training programs.

Additional Services:

Attorney shall, as and when requested by District, make itself available to District to provide representational, litigation, and other employment relations services. The District will be billed for the actual time such representation services are rendered, including reasonable travel time, plus any necessary costs and expenses authorized by the District.

The range of hourly rates for Attorney time is from One Hundred Sixty to Two Hundred Ninety Dollars (\$160.00 - \$290.00) per hour for attorney staff and from One Hundred to One Hundred Thirty Dollars (\$100.00 - \$130.00) per hour for services provided by paraprofessional staff. Attorneys and paraprofessional staff bill their time in minimum units of one-tenth of an hour. Communications advice (telephone, voice-mail, e-mail) is billed in a minimum increment of three-tenths (.30) of an hour.

Independent Contractor:

It is understood and agreed that Attorney is and shall remain an independent contractor under this Agreement.

Term:

The term of this Agreement is twelve (12) months commencing July 1, 2010. The term may be extended for additional periods of time by the written consent of the parties.

Condition Precedent:

It is understood and agreed that the parties' aforesaid rights and obligations are contingent on no less than twenty-three (23) local District employers entering into a substantially identical Agreement with Attorney on or about July 1, 2010.

Dated: Q 11 10	LIEBERT CASSIDY WHITMORE A Professional Corporation
	By Milani Myala
Dated:	COAST COMMUNITY COLLEGE DISTRICT

RUN-OFF CLAIMS ADMINISTRATION AGREEMENT

This Run-Off Claims Administration Agreement ("Agreement") is made and entered into by and between Coast Community College District ("Client") and Keenan & Associates ("Keenan"). Client and Keenan are also referred to individually as a "party" and collectively as the "parties."

RECITALS

- A. Client has established a Workers' Compensation Claims Administration Program for the benefit of its employees ("Program").
- B. Keenan is a specialty insurance services provider with special expertise in the insurance and services needs of California school districts, municipalities, health care providers and their related entities and, as such, is qualified to provide the services described in this Agreement and other services that Client may request from time to time.
- C. Client has requested that Keenan perform claims administration functions for the Program as described herein.

AGREEMENT

The parties agree as follows:

1. **TERM**:

The term of this Agreement is from July 1, 2010 through June 30, 2011 ("Term") unless extended or terminated earlier as provided herein.

2. KEENAN RESPONSIBILITIES AND SCOPE OF SERVICES:

- A. Keenan shall provide Client with the services described in Exhibit A ("Services") for all Workers' Compensation claims with a date of injury prior to 7/1/98.
- B. The relationship of the parties shall be that of independent contractor and each party shall at all times remain responsible for it own operational and personnel expenses. Under no circumstance shall any employee of one party look to the other party for any payment or the provision of any benefit, including without exception, workers' compensation coverage. Except as may be expressly set forth in or contemplated by this Agreement, neither party shall have the right to act on behalf of the other, or to bind the other to any contract or other obligation.
- C. Keenan's services are limited to the specific obligations described herein. Client shall remain responsible for all other aspects of the Program. Keenan shall not provide any legal, tax, or accounting service, advice, or opinion, and under no circumstance are the Services to be

Keenan & Associates - License #0451271 Run-Off Claims Administration Agreement Confidential. For Client Use Only

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construed or interpreted as representing any such advice or opinion. It is Client's responsibility to seek the counsel of its own attorney on all legal issues and to consult with its own tax and accounting experts on all tax, accounting, financial matters relating to it operations, including without limitation the establishment, implementation and cooperation of its Program.

- D. Keenan shall comply with all applicable State and Federal Laws and regulations and obtain and maintain all necessary licenses, registrations and/or permits necessary for the performance of its duties under this Agreement.
- E. Keenan reserves the right to engage independent contractors and/or subcontractors to assist in the performing the Services. The use of such individuals shall not relieve either party of any of its duties under this Agreement.

3. CLIENT'S DUTIES AND RESPONSIBILITIES:

- A. Client, subject to the specific Services set forth herein, shall retain all final authority and responsibility and expenses incidental thereto unless specifically assumed by Keenan hereunder and Keenan is authorized to act on behalf of Client in connection with the Program only as expressly stated in this Agreement. Client shall retain final authority and responsibility for the Program and is responsible for all aspects of the Program except for the Services to be provided by Keenan under this Agreement.
- B. Client shall provide Keenan with all applicable information in a timely manner so that Keenan can fulfill its obligations under this Agreement. Client represents and warrants that all information provided to Keenan shall be complete, accurate and timely and that Keenan may rely upon such information without further investigation or review. Client understands and agrees that such information has not been audited by Keenan and that Client shall remain liable for its accuracy.
- C. Client shall provide Keenan with timely access to such information and individuals including its outside advisors and consultants as may be necessary for Keenan to perform the Services. Meetings, telephone calls, and other necessary communications shall be scheduled at the mutual convenience of the parties and their representatives. Keenan shall not be responsible for any delay in its performance that results from the failure of Client or any person acting on behalf of Client to make available any information or individual in a timely manner.
- D. Client shall fund a claims payment account from which all claims payments and loss adjustment expenses shall be paid. The account shall be established and funded in accordance with written procedures to be established and funded in accordance with written procedures to be established by the parties. Under no circumstances will Keenan be required to advance any funds for the payment of claims.
- E. To the extent Keenan requires the assistance of Client's staff or any third parties who are assisting, advising or representing Client to fulfill its obligations hereunder, Client shall have its staff and these third parties assist Keenan.

- F. Client understands that Keenan is not providing any legal, tax or accounting services or advice and agrees to seek the counsel of its own attorney on all legal issues or matters and consult with its own tax and accounting experts on all tax and accounting issues and matters relating to the services.
- G. Client will comply with all federal, state and local reporting and filing requirements for the Program.

4. **COMPENSATION:**

Client agrees to pay Keenan for the services as provided in Exhibit A at the rates stated in Exhibit B and Exhibit C, all of which are attached hereto and incorporated herein by reference.

5. **CONFIDENTIALITY:**

Keenan shall keep confidential all information concerning Client and its employees possessed by Keenan, regardless of the medium thereof, except information that is generally available to the public. Except as authorized or required by law or in this Agreement, Keenan shall not release any report, any portion thereof, or any result of any investigation it may undertake on behalf of the Client to any person outside of Client's organization without the express written consent of Client.

6. AUDIT:

If Keenan is requested to disclose its books, documents or records relating to the services provided under this Agreement, Client shall notify Keenan in writing at least 30 days prior to the inspection and/or disclosure date of the nature and scope of the request and Keenan shall make available all such books, documents or records during Keenan's regular business hours.

7. FINES & PENALTIES:

Keenan shall pay any fines and/or penalties levied by regulatory authorities that (i) are imposed as a result of the improper denial of claims and (ii) failed to comply with the administrative rules, regulations and state laws governing Workers' Compensation, provided that such actions were not at the direction of or with the approval of the Client; were not the result of the failure of Client or any individual acting on behalf of Client or claimant to timely provide complete and accurate information needed for the processing of claims; or the failure of the Client to adequately fund the claims payment account. Client shall pay all other fines and/or penalties relating to the Program or otherwise.

8. INSURANCE:

Keenan shall procure and maintain, to the extent available on reasonable terms, the following minimum insurance coverages during the Term and shall provide certificates of insurance to Client upon Client's request:

- (i) Workers' Compensation. Workers' Compensation Insurance in conformance with the laws of the State of California and applicable federal laws.
- (ii) Bodily Injury, Death and Property Damage Liability Insurance. General Liability Insurance (including motor vehicle operation) with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.
- (iii) Professional Liability Insurance. Professional Liability Insurance with a One Million Dollar (\$1,000,000) limit of liability for each occurrence and a Two Million Dollar (\$2,000,000) aggregate limit of liability.

9. INDEMNIFICATION:

If either party breaches this Agreement, then the breaching party shall defend, indemnify and hold harmless the non-breaching party, its officers, agents and employees against all claims, losses, demands, actions, liabilities, and costs (including, without limitation, reasonable attorneys' fees and expenses) arising from such breach. In addition, if Keenan (i) becomes the subject of a subpoena or is otherwise compelled to testify or (ii) becomes the subject of a claim, demand, action or liability brought or asserted by one of Client's employees, Plan beneficiaries, or Plan vendors ("Third-Party Demand") relating to the Services and such Third-Party Demand is not a direct result of Keenan's negligence or willful misconduct, then Client shall defend, indemnify and hold Keenan harmless from all losses, payments, and expenses incurred by Keenan in resolving such Third-Party Demand.

10. LIMITATION OF LIABILITY:

Notwithstanding anything to the contrary in this Agreement, except if due to a parties' negligence or wrongdoing, in no event shall the non-negligent party be liable for any punitive damages, lost profits or revenues, fines, penalties, taxes or any indirect, incidental, special or consequential damages incurred by the other party, its officers, employees, agents, contractors or consultants whether or not foreseeable and whether or not based in contract or tort or otherwise, arising out of or in connection with this Agreement even if advised of the possibility of such damage. The parties further agree that liability under this Agreement shall be limited to, and shall not exceed, the amount of insurance coverage outlined in this Agreement, to the extent that it is available.

11. DISPUTE RESOLUTION:

Disputes arising out of or relating to this Agreement which cannot be resolved by negotiation between the parties shall be submitted to non-binding mediating. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Keenan and their respective

agents, employees and officers. The site of the arbitration shall be in Los Angeles, California. A judgment of any having jurisdiction may be entered upon the award.

12. **TERMINATION**:

- A. Either party may terminate this Agreement upon the occurrence of any of the following events:
 - (1) Upon 60 days written notice by either party;
 - (2) The breach of this Agreement by either party if the alleged breach is not cured within 30 days of receiving notice of the breach from the non-breaching party;
 - (3) The dissolution or insolvency of either party;
 - (4) The filing of a bankruptcy petition by or against either party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
 - (5) If either party interprets the application of any applicable law, rule, regulation, or court or administrative decision to prohibit the continuation of this Agreement or cause a penalty to either party if the Agreement is continued.
- B. If Client requests that Keenan continue to provide services under this Agreement after its expiration, Keenan may agree to provide services and the Agreement shall be extended on a month-to-month basis until terminated by either party. In such case and where appropriate, compensation shall be paid to Keenan as agreed between the parties to the Agreement.
- C. Keenan shall return claim files, loss reports, payroll information and other documents and materials relating to the services provided under this Agreement to Client within a reasonable time after termination.
- D. Upon termination of this Agreement, Keenan shall be entitled to payment only for the prorata portion of the Term during which services were provided. Any monies paid to Keenan in excess of this pro-rata amount shall be refunded to the Client.

13. SOLICITATION OF EMPLOYEES:

During the performance of this Agreement and for one year following its termination, Client agrees not to solicit directly or indirectly (whether as an employee, consultant or otherwise, or for itself or a third party) any of Keenan's employees, contractors or consultants who fulfilled any obligations under this Agreement without Keenan's prior written approval.

14. MARKETING:

Keenan may use Client's name in its representative client list. Keenan shall obtain Client's written consent before using Client's name for any other purpose.

15. OTHER RELATIONSHIPS:

- A. Client understands that Keenan or its affiliates may provide Client with other services or insurance coverage not provided in this Agreement and receive compensation related to such other services including, without limitation, loss control services, joint powers administration, insurance brokerage services, obtaining other reinsurance coverage for Client, claims administration, investigative services, financial processing and other related services.
- B. Client also understands that Keenan or its affiliates may provide services for others entities that also participate in the Program and that Keenan may be separately compensated for those additional services. Such services may include, without limitation, providing similar services for other members of the Program or providing other services for insurers or reinsurers under the Program.

16. **GENERAL**:

- A. This Agreement and its recitals and related exhibits and amendments (incorporated into this Agreement by this reference) contains the entire understanding between the parties related to the subject matter covered by this Agreement and supersedes all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matters.
- B. All terms of this Agreement (other than Keenan's obligation to perform services and Client's obligation to pay for such services) shall survive the expiration or termination of this Agreement.
- C. Notwithstanding any provision herein to the contrary, this Agreement is made for the benefit of the parties and not for the benefit of any third party. Enforcement of any remedy for breach of this Agreement may only be pursued by the parties to this Agreement.
- D. No modifications or amendments to this Agreement shall be binding unless in writing and signed by authorized representatives from both parties.
- E. Any provision determined by a court of competent jurisdiction to be partially or wholly invalid or unenforceable shall be severed from this Agreement and replaced by a provision that is valid and enforceable and that comes closest to legally expressing the intention of such invalid or unenforceable provision.
- F. Neither party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, failure of transportation, machinery or supplies, vandalism, strikes, or other work interruptions or any similar or other cause beyond the reasonable control of either party.

However, both parties shall make good faith efforts to perform under this Agreement in the event of any such circumstances.

- G. All payments and invoices are due and payable upon presentation by Keenan. In the event Client fails to pay any invoice within thirty (30) days of presentation, Keenan shall be entitled to receive interest on such outstanding invoice from the date of presentation at the rate of (a) 1½ percent per month or (b) the maximum interest rate permitted by applicable law, whichever is lower.
- H. All notices hereunder shall be in writing and shall be deemed to have been duly given upon (1) delivery, or (2) when mailed by registered or certified mail, postage prepaid and properly addressed to the party, or (3) on the second business day after sending by fax and receiving confirmation of fax receipt. Notices shall be sent to the parties at the address or fax number indicated in the signature section below unless written notice of a different address or fax number is previously given. If a notice given to Keenan relates to a legal matter or dispute, a copy should be sent to Keenan's Legal Department at Keenan's main office located at 2355 Crenshaw Blvd., Ste. 200, Torrance, CA 90501, fax (310) 533-0573.

This Agreement may be executed in counterparts and by fax signatures. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the necessary authority to bind such party and that this Agreement is binding on and enforceable against such party.

Coast Community College District		Keenan & Associates			
Signature: By: Title:	·	Signature: By: Title:	Tara Schilling Senior Vice President		
Address:	1370 Adams Ave. Costa Mesa, CA. 92626	Address:	2355 Crenshaw Blvd. Ste. 200 Torrance, CA 90501		
Attention:		Attention:	Greg Trapp		
Date:		Date:			

EXHIBIT A SERVICES

1. Claims administration.

- A. Determine liability for claimed injuries and illnesses in accordance with California Workers' Compensation Laws.
- B. Review and process run-off claims in accordance with rules and regulations established by the California Department of Self-Insurance Plans.
- C. Establish files containing medical and factual information on each reported claim together with complete accounting records and maintain them in accordance with statutory time requirements.
- D. Compute and pay temporary disability benefits to injured or ill employees based on earnings information and authorized disability periods.
- E. Determine nature and extent of permanent disability and arrange for informal disability rating whenever possible to avoid Workers' Compensation Appeals Board litigation.
- F. Explain to and assist employees in completing necessary forms for permanent disability ratings.
- G. Review, compute and pay informal ratings, findings and awards, life pensions, and compromise and release settlements.
- H. Maintain and establish reserve estimates for each reported claim.
- I. Arrange for and supervise necessary investigation to determine eligibility for compensation benefits and/or liability of negligent third parties.
- J. Handle excess reinsurance claims on Client's behalf, complying with conditions of the reinsurance contract. Submit billings and collect paid losses in excess of self-insurance retention.
- K. Arrange and supervise rehabilitation services where appropriate.
- L. Arrange for and set up system to pay benefits and allocated expenses in accordance with Client's needs.
- M. Use reasonable efforts to maintain the designated claims examiner's claim inventory so it does not exceed 150 active open indemnity files at any given time.

2. Medical administration.

- A. If Client participates in the Medical Provider Network ("MPN"), which the State of California approves, then Keenan will select, with Client's approval, a medical provider panel of general practitioners, specialists, hospitals and emergency treatment facilities to which injured employees should be referred. The panel will be reviewed and updated on at least an annual basis. Keenan will work with Client to formulate medical provider panels in order to derive maximum benefit from legislative (SB 899) medical control changes.
- B. Authorize, review and monitor medical treatment required for injury or illness claims. Audit and pay medical expenses through PRIME, Keenan's medical management and bill review program. PRIME services will be billed separately to claim file. See Exhibit C.
- C. Maintain close contact with Client and/or treating physicians to ensure employees receive proper medical treatment and are returned to full employment at the earliest date.
- D. Arrange for medical-legal opinions in disputed cases and confer with medical examiners, Client and legal counsel when needed.
- E. Consult with Client in cases where an injury residual might involve restriction and/or retirement potential.

3. Legal Administration.

- A. When necessary refer litigated cases to defense counsel recommended by Keenan for purposes of defending Client's interests before Workers' Compensation Appeals Board and courts.
- B. Work closely with counsel in preparing defense of litigated cases.
- C. Work closely with applicants and Client's legal counsel to informally dispose of litigated cases.
- D. Protect and preserve Client's interests in potential subrogation cases.
- E. Attend, when appropriate, Workers' Compensation Appeals Board hearings on behalf of Client.

4. Risk management services.

- A. Review and update Client on Workers' Compensation benefits, rules and regulations, and legislative issues.
- B. Communicate with injured employees telephonically or in writing to assist them in resolving problems that arise from injury or illness claims.

- C. Meet quarterly with Client to review best practice policies and procedures, recommend areas for improvement and assist Client in implementing improvements.
- D. Produce ad hoc reports as needed to provide meaningful loss analysis to aid in risk management program development and tracking.

5. Statistical

- A. Report to Client monthly status of claim payments and reserves on an individual basis and in the aggregate.
- B. Report to Client quarterly loss analysis of claims filed by frequency and severity.
- C. Provide quarterly PRIME (medical management and bill review) reports detailing savings and fees.
- D. Assist in the preparation of all reports required by the State of California or other government agencies relating to Workers' Compensation claims.

EXHIBIT B COMPENSATION

1. Client agrees to pay Keenan for services provided under this Agreement as follows:

\$15,400, payable quarterly commencing on July 1, 2010.

EXHIBIT C



SERVICE FEES

MANAGED C	CARE SERVICES	
• Early Interv	ention Initial Assessment/Triage	\$ 45 / Hour
- PPC - 4 PT - Initi	Management O Channeling I' Contact ial Evaluation V Plan	\$ 95 / Hour
- RTV	view lical Care Evaluation V Evaluation tten/Case Management Action Plan	\$ 95 / Hour
	dvisor lical Necessity Determination sician-to-Physician Contact	\$ 180 / Referral
	Iedical Record Review essment Report of Medical History	\$ 300 / Hour
IN PATIENT	STAY REVIEW	
• Pre-Admissi • Concurrent		\$ 95 / Hour
UTILIZATIO	N REVIEW	\$ 95 / Hour

BILL REVIEW

TYPE OF SERVICE

Professional

• In-Patient Hospital

• Out-Patient Hospital

• Pharmacy

Negotiated

FEE:

Flat Rate - \$4.50 per bill plus \$ 1.25 per line Plus 24% of PPO Savings below OMFS

No flat fee or per line charge, 24% of total

savings *

No flat fee or per line charge, 18% of total

savings *

No flat fee or per line charge, 20% of PPO

Savings below OMFS

No flat fee or per line charge, 24% of total

savings*

Medical EDI processing (Effective 1/1/09)
 Flat Rate - \$4.50 per bill plus \$ 1.25 per line (Medical Non-Reviewable, Medical Transportation, Zero pay due to an objection, etc.)

^{*} In-Patient and Out-Patient Hospital bill review fees will not exceed \$10,000.00

		\$	

FORM CONTRACT

This Agreement is made and entered into this first day of July, 2010, by and between THE CITY OF LA HABRA, hereinafter referred to as the 'City' and Coast Community College District/Coastline Community College, hereinafter referred to as the 'CONTRACTOR".

RECITALS

WHEREAS, the CONTRACTOR is qualified and experienced to provide such services; and,

NOW, THEREFORE, CITY and CONTRACTOR for the considerations hereinafter set forth, mutually agree as follows:

ARTICLE I SCOPE OF SERVICES; TERM

· 1.1 General Scope of Services.

CONTRACTOR shall, upon request from CITY, provide professional assessment and labor market information/training for youth enrolled in the Workforce Investment Act (WIA) Youth Employment Program. The CONTRACTOR will support the goals of City of La Habra WIA Youth Employment Program by providing intensive career assessment, test interpretations, analysis, and scoring for 86 in and out-of-school youth. The CONTRACTOR will provide each participant with an individualized type-written interpretation of their assessment, as well as a summary of the interpretations to the appropriate case manager. In addition, the CONTRACTOR will present four 2-hour group interpretations to approximately 20 youth, which includes a guided assignment to conduct labor market and career exploration research.

Such services shall include, but not be limited to, the technical and professional services set forth in the attached Scope of Work as Exhibit A, Schedule of Performance as Exhibit B, and Cost/Budget as Exhibit C.

1.2 Term.

The term of this Agreement shall begin on <u>July 01, 2010</u>, and continue until <u>June 30,2011</u>, or until completion of the work and its final acceptance by the CITY; or, until such time as it is terminated pursuant to the provisions in Article V of this Agreement.

ARTICLE II RESPONSIBILITIES OF CONTRACTOR

2.1 Control and Payment of Subordinates.

CITY retains CONTRACTOR as an independent contractor and is not an employee of the CITY. All personnel to be utilized by consultant in the performance of this Agreement shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of services under this Agreement and as required by law. CONTRACTOR shall be responsible for all reports and obligations with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All work prepared by CONTRACTOR shall be subject to the approval of the CITY.

2.3 Standard of Care; Licenses.

CONTRACTOR shall perform the Services under this Agreement in a skillful and competent manner. CONTRACTOR shall be responsible to CITY for any errors or omissions in its performance of this Agreement. CONTRACTOR represents and warrants to CITY that it has all licenses, permits, qualifications and approvals of whatever nature that are legally required to practice its profession and to perform the work hereunder. CONTRACTOR further

represents and warrants that it shall keep in effect all such licenses, permits, and other approvals during the entire term of this Agreement.

2.4 Project Representatives.

CONTRACTOR assigns Rosanne Freilich as its Project Representative who shall coordinate all phases of the Project. The Project Representative shall be available to CITY at all reasonable times. CONTRACTOR may appoint another person as Project Representative upon written notice to CITY. Sal Failla shall act as CITY'S Project Representative for purposes of this Agreement.

2.5 Accounting Records.

CONTRACTOR shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. CONTRACTOR shall allow an authorized representative of CITY during normal business hours, to examine, audit, and make transcripts of copies of such records. CONTRACTOR shall allow CITY to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III COMPENSATION

3.1 Compensation

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule attached hereto as Exhibit "C". Total compensation shall not exceed \$4,953.60 or \$57.60 per participant without written approval of **CITY'S** Project Representative. Extra work may be authorized as described below, and, if authorized, shall be compensated at the rates and manner set forth in this Agreement.

3.2 Payment of Compensation

CONTRACTOR shall provide CITY an itemized statement which indicates work completed, hours of service rendered and units of supply provided by CONTRACTOR from July 1, 2010, or the start of the subsequent billing periods, as appropriate, through the date of the statement. CITY shall make any payment due within forty five (45) days after approval of the invoice by CITY; payment will be made for the approved amount of the invoice.

3.3 Extra Work.

At any time during the term of this Agreement, CITY may request that CONTRACTOR perform Extra Work. As used herein, "Extra Work" means any work which is determined by CITY to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. CONTRACTOR shall not perform Extra Work until receiving prior written authorization from CITY'S Project Representative.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the Consultant. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of the CONTRACTOR to secure CITY'S written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate CITY authorization.

3.5 Representatives and Notices

The City Manager or his designee shall be the representative of CITY for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the CITY, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Rosanne Freilich, shall be the representative of **CONTRACTOR** for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of **CONTRACTOR**, called for by this Agreement, except as otherwise expressly provided in this Agreement.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail, postage prepaid, return receipt requested to the following addresses indicated below:

If to the City:

Sal Failla

Director

City of La Habra Community Services

101 E. La Habra Blvd.La Habra, California 90631

If to the Contractor:

Rosanne Freilich

Coordinator, Career Services & Contract Education

Coast Community College District

11460 Warner Ave.

Fountain Valley, CA 92708

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

Either party may change its address by giving notice in writing to the other party.

3.6 Reimbursement for Expenses

CONTRACTOR shall not be reimbursed for any expenses unless prior written authorization is obtained from CITY.

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Insurance Requirements.

Preamble: CONTRACTOR shall obtain, at its sole cost and expense and keep in force throughout the term of the Agreement, the following insurance coverage:

- 1. MINIMUM SCOPE INSURANCE: Coverage shall be at least as broad as:
 - a. Commercial General Liability coverage (occurrence policy).
 - b. Automobile Liability (any automobile).
 - c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
 - d. Course of Construction insurance covering for "all risks" of loss (if applicable).
 - e. Errors and Omissions Liability Insurance appropriate to the consultant's profession. Architects' and Engineers' coverage shall be endorsed to include contractual liability (if applicable).
- 2. MINIMUM LIMITS OF INSURANCE: CONTRACTOR shall maintain limits no less than:
 - a. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
 - c. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
 - d. Course of Construction: Completed value of the project (if applicable).
 - e. Errors and Omissions Liability: \$1,000,000 per occurrence.

3. DEDUCTIBLES AND SELF INSURED RETENTIONS:

Any deductibles or self-insured retentions must be declared to, and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention's as respects the CITY, its officers, officials, employees, agents and volunteers, or the CONTRACTOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claims administration and defense expense.

4. OTHER INSURANCE PROVISIONS:

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The CITY, its officers, officials, employees, agents and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code 278821(b). General Liability coverage can be provided in the form of an endorsement to the CONTRACTOR'S insurance, or as a separate owner's policy.
- b. For any claims related to this Project, the CONTRACTOR'S insurance coverage shall be primary insurance as respects to the CITY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess to the CONTRACTOR'S insurance and shall not contribute with it.
- c. Each insurance policy required by this clause shall be endorsed to state that the CITY shall receive not less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder.

Course of construction policies shall contain the following provisions.

- a. The CITY shall be named as loss payee.
- b. The insurer shall waive all right of subrogation against the CITY.

5. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers with current A.M. Best's rating of no less than B+.

6. VERIFICATION OF COVERAGE:

CONTRACTOR shall furnish the CITY with original certificates and amendatory endorsements affecting coverage required by this Agreement. The endorsements may be on forms provided by the CITY or on other than the CITY'S forms, provided those endorsements or policies conform to the requirements herein. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. INDEMNIFICATION AND HOLD HARMLESS:

CONTRACTOR shall defend, indemnify, hold free and harmless the CITY, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless CITY, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of CONTRACTOR, its employees and/or authorized subcontractors, whether intentional or negligent, in the performance of this Agreement.

9. ADDITIONAL INSURANCE:

Further, CONTRACTOR shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', agents, or authorized subcontractors' own actions during the performance of this Agreement.

ARTICLE V TERMINATION

5.1 Notice of Termination

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving seven (7) days written notice to CONTRACTOR of such termination, and specifying the effective date thereof. CONTRACTOR shall discontinue all services affected by such termination within seven (7) days of receipt of such notice, unless otherwise instructed by CITY in writing. CONTRACTOR may not terminate this Agreement except for cause.

5.1.1 Termination without Cause

If CITY terminates this Agreement without cause, CONTRACTOR shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by CITY. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.1.2. Should CONTRACTOR default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured within thirty (30) days after written notice of the default is served on CONTRACTOR by CITY, then CITY, in addition to any other remedies at law or equity, may terminate this Agreement.

CONTRACTOR shall be compensated for Services which have been completed and accepted by CITY. CONTRACTOR shall be liable to CITY for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by CONTRACTOR which, at CITY'S discretion, must be revised, in part or in whole, to complete the Project.

5.2 In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, CITY may procure any and all services as may be necessary to complete the Project.

5.3 Work Product.

Upon termination of this Agreement, CITY may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, reports, etc., prepared by CONTRACTOR in the performance of this Agreement.

ARTICLE VI GENERAL PROVISIONS

6.1 Entire Agreement

This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.2 Successors and Assigns

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.3 Subcontracts.

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of CITY. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and convenants contained in this Agreement.

6.4 Equal Opportunity Employment

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with CONTRACTOR on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. CONTRACTOR shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.5 Attorney's Fees

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have, and recover reasonable attorney's fees and costs of suits.

6.6 Governing Law

This Agreement shall be governed by and construed with the laws of the State of California. Any action to enforce the terms of this Agreement or for the breach thereof, shall be brought and tried in the County of Orange.

6.7 Time of Essence.

Time is of the essence for each and every provision of this Agreement.

6.8 Right to Employ Other Contractors.

CITY reserves the right to employ other consultants in connection with this Project.

6.9 Convenant Against Contingent Fees

The CONTRACTOR warrants that he has not employed or retained any company or person, other than a bona fide employee working with the CONTRACTOR, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this Agreement. For breach or violation of this warranty, the CITY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement the price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.10 Conflict of Interest.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by CONTRACTOR.

6.11 Statement of Economic Interest

If CITY determines CONTRACTOR comes within the definition of CONTRACTOR under the Political Reform Act (Government Code δ87100 et. seq.), CONTRACTOR shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the CITY disclosing CONTRACTOR and/or such other person's financial interest.

6.12 No Waiver of Breach; Time

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.13 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.14 <u>Taxes.</u>

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amount paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. CONTRACTOR agrees to indemnify and hold the CITY harmless from any liability which it may incur to the United States or to the State of California as a consequence of CONTRACTOR'S failure to pay, when due, all such taxes and obligations.

6.15 Compliance with Law.

CONTRACTOR shall comply with applicable federal, state and local laws, rules and regulations affecting the CONTRACTOR and his/her work hereunder.

6.16 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by the CONTRACTOR under this Agreement shall be vested in the CITY, none of which shall be used in any manner whatsoever by any person, firm, corporation, or agency without the express written consent of the CITY. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under this Agreement shall be made available, upon request, to the CITY without restriction or limitations on their use. CONTRACTOR may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of CITY during the term of this Agreement or until ninety (90) days after receipt of final payment from CITY.

6.17 Validity.

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any of the other provisions of this Agreement.

6.18 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.19 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.20 Corporate Authority

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provisions of this Agreement.

	If CONTRACTOR'S personal services a	are required, the following is applicable:
	services are a substantial inducement	s condition and understanding that N/A personal to the CITY for entering into this Agreement. If for any reason nger be the responsible manager for CONTRACTOR, this Agreement shall ritten notice from the CITY.
7.0	Workforce Investment Act (WIA) Youth Ti The CONTRACTOR will abide by all V regulations and all procurement procedure	Workforce Investment Act (WIA) Youth Title I program Services rules and
	IN WITNESS WHEREOF, the parties her written.	reto have caused this Agreement to be executed the date and year first above
	CITY OF LA HABRA:	CONTRACTOR: COAST COMMUNITY COLLEGE DISTRICT / COASTLINE COMMUNITY COLLEGE
	BY:	BY:
	Sal Failla PRINTED NAME	PRINTED NAME
	Director of Community Services TITLE	TITLE

DATE

6.21 Contractor's Personal Services

DATE

EXHIBIT "A" SCOPE OF WORK

CITY OF LA HABRA / COAST COMMUNITY COLLEGE DISTRICT

General Purpose:

- Coast Community College District will:
- Provide career assessments and test interpretations to 86 participants in the North Region.
- Score and provide individualized type-written interpretations of each assessment in a manilla envelope to ensure the participant's privacy
- Present four 2-hour group interpretations to approximately 20 youth, which includes a guided assignment to conduct labor market and career exploration research
- Provide the appropriate case manager's with a summary report of each individual's assessment results

General Description:

See Letter of Commitment

EXHIBIT "B" SCHEDULE OF PERFORMANCE

Goals for Workforce Investment Act Youth Employment Program, 2010-2011:

All youth:

- Complete individualized career assessment, including: testing, scoring, analysis, and interpretation
- Provide each youth with a type-written report of their assessment
- Conduct four 2-hour group interpretations to approximately 20 youth
- Provide a guided assignment to conduct labor market and career exploration research
- Provide appropriate case manager's with a summary of their participant's results

In-School Youth:

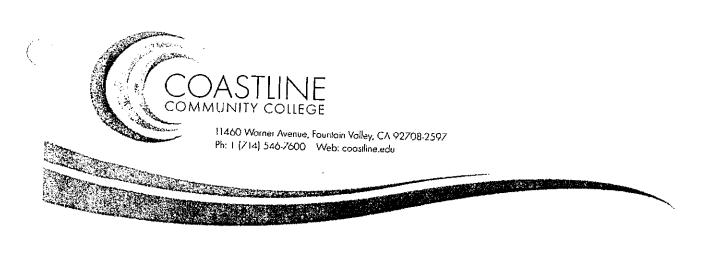
 Identify one or more career path(s) to discuss with their high school counselor/advisor to plan academic coursework necessary to enter vocational training, community college, or the California university system

Out-of-School Youth:

- Enroll in an on-the-job training program or apprenticeship
- Meet with a college counselor/advisor to plan vocational training or entrance into the community college or California university system

EXHIBIT "C" COMPENSATION RATES AND CHARGES

See attached Letter of Commitment for cost.



June 3, 2010

Mr. Al Rodriguez Manager of Employment & Training Orange County Youth Center, City of La Habra 1811 W. La Habra Blvd. La Habra, CA 90631

Dear Mr. Rodriguez:

Coastline Community College Career Services is pleased to partner with you in the North Region Youth Grant. As a full service community college career center, we have the tools and expertise to instruct your participants how to explore career opportunities through career testing and labor market research.

SCOPE OF WORK

- 1. We will provide career assessments and test interpretations to the 86 participants in the North Region. The assessments include: the Keirsey Temperament Sorter (personality), Holland's Self-Directed Search (interests), Knowdell's Work Values (values), and Eureka MicroSkills (skills).
- 2. We will score the assessments and provide individualized type-written interpretations of each assessment in a manila envelope to ensure the participant's privacy.
- 3. We will present four 2-hour group interpretations which will also include a guided assignment to conduct labor market and career exploration research. Students will receive hand out materials which will allow them to conduct such research on their own as well. The group size will be approximately 20 participants.
- 4. We will provide the participants' case managers with a summary report of each individual's assessment results.
- 5. The total cost is \$4,953.60 or \$57.60 per participant. Invoicing will occur at the conclusion of the group interpretation sessions and upon delivery of the summary reports to the case managers.

ACTION PLAN

In-School Youth: Based upon career research/exploration, students will:

- Identify one or more career path(s) to discuss with their high school counselor/advisor to plan academic coursework necessary to enter vocational training, community college, or the California university system
- May seek out part time employment, job shadow or volunteer position in their desired occupational field

<u>Out-of-School Youth</u>: Based upon career research/exploration and with the assistance of their case managers, participants will identify one or more career path(s) and explore the requirements to attain their desired goals. Options may include:

- Obtain a GED, if necessary
- Seek part time or full time employment
- Enroll in an on-the-job training program or apprenticeship
- Job shadow or volunteer in their desired occupational field
- Meet with a college counselor/advisor to plan vocational training or entrance into the community college or California university system

As a subcontractor, Coastline Community College Career Services Dept. will perform all work as indicated and will comply with all WIA regulations, and federal, state and local laws. I am looking forward to beginning our collaboration and partnership.

Sincerely,

Rosanne Freilich

Coordinator, Corporate & Workforce Programs

Coastline Community College

CITY OF IRVINE FUNDING AGREEMENT

This Agreement is entered into as of July 21, 2010 by and between THE CITY OF IRVINE ("City") and COAST COMMUNITY COLLEGE DISTRICT – ORANGE COUNTY ONE-STOP CENTER ("Grantee") pursuant to the following terms and conditions:

1. Funding Description

The City of Irvine has approved providing Grantee the sum of \$750. This sum and any interest earned thereon shall be used by Grantee exclusively for the purpose of providing the program or service that is described in Exhibit "A". Grantee shall be solely responsible for implementation and operation of the program or service in a manner that is consistent with the description in Exhibit "A".

2. Use of Funds

- A. The funds shall be used solely for the purposes set forth in Section 1, and Grantee shall use its best efforts to ensure that all funds are used in an efficient and effective manner. Funds shall not under any circumstances be donated to a political action committee or to any candidate seeking election to office.
- B. Deviation from the approved program or service proposal or budget, attached as Exhibit "A," may be made only with the City's prior written approval.
- C. Any amounts remaining unexpended and/or unencumbered at the end of the funding period, together with any amounts the City determines to have been spent in a manner inconsistent with the terms of this Agreement shall be returned to the City within ten (10) working days after the end of the funding period.

3. Distribution of Funds

The funds shall be disbursed by City in one payment of \$750 to the Coastline Community College Foundation on behalf of the Orange County One-Stop Center Irvine campus with disbursement to be made upon receipt of the execution of this Agreement.

4. Reporting Requirements

- A. No later than one year following the date of receipt of funding, Grantee shall provide the City with a written narrative report. This submission must detail expenditures of funds for the program(s) or service(s) described in Exhibit "A" and a narrative report on the project and its significance. The submission should compare actual expenditures and accomplishments with the budget and objectives described in Exhibit "A." Grantee shall be accountable for revenue and expenditures through standard bookkeeping procedures.
- B. At the request of the City, Grantee shall provide a current financial accounting of expenditures for the purpose of monitoring the program or service within 30 days of receipt of such written request.

5. Indemnity

Grantee shall protect, save, defend, indemnify and hold harmless City, its City Council and each member thereof, its officers, agents, and employees from any and all claims, demands, damages and other liability, including costs and attorneys' fees, resulting from or arising out of performance under this Agreement; the use of the funds; the operation of any program or service for which any funding under this Agreement is expended; or in any way connected with the negligent or willful act, omission or error of Grantee, its officers, agents, employees, or business visitors or invitees.

6. Nature of Relationship

The obligations and participation of City hereunder shall be limited solely to the discretionary issuance of funds to Grantee in accordance with the terms of this Agreement. Any individuals retained or employed by Grantee to provide programs or services under this Agreement shall be considered the employees, agents or independent contractors of Grantee and not of City. Grantee shall be solely responsible for providing its employees with any applicable pay or wages, benefits, state and federal employment taxes, and workers compensation coverage; and for collecting applicable state and federal employment and income taxes and forms; and for otherwise complying with all other legal requirements with respect to those employees. Grantee is not engaged in an employment relationship, partnership or joint venture with City. City shall not have nor exercise any control or direction over the methods by which Grantee or its employees shall perform their work and functions. The parties expressly agree that no act, omission or error of Grantee pursuant to the terms and conditions of this Agreement shall be construed to make or render Grantee or any of its employees the agent, employee or servant of City. Neither the Grantee nor any of its employees shall be entitled to vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability or unemployment insurance benefits or any other employee benefit of any kind from City.

7. Regulatory Approvals and Legal Compliance

Grantee shall be solely responsible for obtaining any licenses, permits or regulatory approvals necessary to commence the programs or services for which the funding is being given pursuant to Section 1. Grantee shall properly screen all individuals hired with funding to ensure that such persons have all necessary and proper professional credentials required for the provision of the programs or services described in Exhibit "A". Furthermore, Grantee shall comply with all applicable federal, state and local laws and regulations with respect to the implementation of the programs or services described in Section 1.

8. Miscellaneous

- A. This Agreement is the entire agreement between City and Grantee with respect to the subject matter hereof. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof and the Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted. The waiver of any breach or default hereunder shall not operate as or be construed to be a waiver of any subsequent breach or default.
- B. No changes or additions to this Agreement shall be of any force or effect unless set forth

City of Irvine Funding Agreement Page 3 of 4

in a written amendment signed by City and Grantee.

C. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Orange, State of California. In the event of any such litigation between the parties, the prevailing party shall be entitled to recover all reasonable costs incurred, including reasonable attorneys' fees, as determined by the court.

9. Nondiscrimination

CITY ATTODNEY

Grantee shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, sexual orientation, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

10. Acknowledgement of City Support

Grantee shall use the following statement: "This program is funded in part by the City of Irvine" when publicly recognizing the City's support. Grantee shall not use the City logo in any communication materials acknowledging the City's contribution without permission and design proof approval by the City.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first set forth above.

Approved as to form		
By:		
CITY OF IRVINE		
By: City of Irvine, City Manager		
Date:		
GRANTEE	<u>GRANTEE</u>	
Ву:	By: Jerry Patterson	
Title:	Title: Board President	- ·
Date:	Date:	

EXHIBIT "A"

DESCRIPTION OF PROGRAM/SERVICE & BUDGET

The City Council on June 15, 2010 approved FY 09-10 community partnership grant funding for the Orange County One-Stop Center.

Program Activity

The Orange County One-Stop Center in Irvine provides comprehensive employment and training services. Grant funding will be applied toward computer literacy training workbooks for attendees of ten "Microsoft Word 2007" and ten "Using the Internet" workshops. Each workbook will cover four days of training for Irvine residents.

Fiscal Year 2010-11 Budget

Workbooks for "Using the Internet"

\$375

Workbooks for "Microsoft Word 2007"

\$375

Total

\$750

NAVY COLLEGE PROGRAM DISTANCE LEARNING PARTNERSHIP MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMANDING OFFICER

CENTER FOR PERSONAL AND PROFESSIONAL DEVELOPMENT AND

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

1. General

- a. This Memorandum of Understanding (MOU) defines the relationship between Commanding Officer, Center for Personal and Professional Development (CPPD), Virginia Beach, VA, herein after known as the Commanding Officer, CPPD, representing the Department of the Navy (DON), and Coast Community College District (Coastline Community College), Fountain Valley, CA, herein after known as the academic institution.
- b. The execution date of this MOU is ______. Full implementation shall be one month from execution date. This MOU expires three years from the execution date. The Navy reserves the right to extend this agreement in 1-year increments.

2. Purpose and Intent

- a. The purpose of this MOU is to establish how the parties will administer and provide educational services to Sailors under the Navy College Program Distance Learning Partnership (NCPDLP) program. This MOU is not intended to create legally enforceable obligations or give rise to the contractual obligation of Navy funds to the academic institution.
- b. The intent of the NCPDLP is to provide educational opportunities leading to associate and baccalaureate degrees for a global and mobile force made up of Sailors who are stationed worldwide, serving in a wide variety of circumstances requiring both flexibility and variety in distance learning platforms and dynamic student services.

3. Scope of Agreement

a. This MOU reflects the total agreement of the parties. The MOU includes two Appendices: Appendix 1 - Program Definitions and Appendix 2 - Requirements and Verification Documents. It is recognized that any additions/modifications shall be formally added to the documents upon approval of both parties.

b. Amendment of Agreement

- (1) The Navy may amend/modify this agreement at any time to reflect changes in statute, regulation, executive order, state or local law, and DoD or Navy policy governing off-duty voluntary education programs.
- (2) All other amendments to this agreement not covered in paragraph 1 above, may be made only by mutual consent of both parties. All amendments to this agreement must be in writing and signed by both parties.

c. Termination of Agreement

- (1) Either party may terminate this agreement by giving written notice to the other party. Such notice of intent to terminate shall be given in writing to the other party no less than 180 days prior to termination date, unless both parties mutually agree on a lesser period in writing, but not earlier than the end of the academic term in progress. Terminations for reasons addressed in paragraphs 2 and 3 below are not subject to requirements of this paragraph.
- (2) This agreement may be terminated at the end of the term during which the academic institution has been placed on probation by SOCNAV. If either party terminates this agreement, the academic institution shall continue to provide educational services to those students already enrolled. The terms, conditions, and academic institution's policies in place on the date of termination of the MOU, including the academic institution's policy on how much time a student has to complete a degree, shall continue to apply to such students.
- (3) This agreement may be terminated at the end of the term during which the academic institution has been placed on probation by their applicable accrediting association.
- (4) This agreement will be terminated if the academic institution is removed from SOCNAV degree network system.
- (5) This agreement will be terminated automatically at the end of the school term during which full accreditation of the academic institution has been withdrawn by their applicable accrediting association.
- (6) Termination by either party shall not be the basis for any claim, cause of action, or demand of any nature against the U.S. Government or its personnel, employees or agents. The parties understand that the sole remedy for violations of, or noncompliance with the terms of this MOU is termination of the agreement without cost owed to any party.
- (7) Any non-compliance or changes in academic institution policy that are inconsistent with the provisions of this agreement shall be cause for review and may result in termination or renegotiation of this agreement.
- d. This MOU and its provisions do not extend to any third party contracts between the Academic Institution and other non-academic entities.

e. Administration of the Agreement

- (1) The Commanding Officer, CPPD, shall administer this agreement and provide program management, administration, and contract support services for the Navy's Voluntary Education Program.
- (2) The Commanding Officer, CPPD, may appoint the local Navy College Office Director as technical assistant for this program. The technical assistant shall monitor the academic institution's local compliance with the stipulations of this MOU. The appointment of technical assistants shall be in writing with a copy provided to the academic institution.

(3) The academic institution shall appoint a NCPDLP Program Manager in writing and provide a copy of this appointment to the Commanding Officer, CPPD. The Program Manager shall ensure adequate supervision of instructional quality and academic standards. Accordingly, administrative actions by the Program Manager that change provisions in this agreement shall be provided in writing to the Commanding Officer, CPPD and may not be effected until the Commanding Officer, CPPD provides concurrence in writing.

The Commanding Officer, CPPD, CPPD shall respond within 90 days upon receipt of proposed change.

f. Appendices

- (1) Program Definitions are provided to ensure mutual understanding of content of this MOU.
- (2) The academic institution agrees to provide the following documents, which constitute an integral part of this agreement and shall constitute Appendix 2 Requirements and verification documents.
- (a) Verification of the current accreditation of the academic institution.
- (b) Verification of membership in Servicemembers Opportunity Colleges (SOC) and Servicemembers Opportunity Colleges Navy (SOCNAV).
 - (c) A copy of admission standards.
- (d) A copy of the academic institution's policy for acceptance of transfer credit and how it pertains to each degree program that is affiliated with the Navy College Program.
- (e) A copy of the academic institution's plan for providing academic advisement for Navy students.
- (f) A copy of the tuition, fees, and refund policy for enrolled students. Include a specific statement regarding how cost of tuition was determined, e.g., in-state, out-of-state, or specialized rate (provide details).
- (g) A copy of the letter appointing the NCPDLP Program Manager for the academic institution.
 - (h) List of approved NCPDLP degree programs.

4. Responsibilities of the Department of the Navy

a. Academic Institution Selection. Commanding Officer, CPPD or his/her designee is responsible for selecting the off-duty educational program(s) and institutions or consortiums of institutions to offer academic programs through NCPDLP.

b. Data and Reports

- (1) The Commanding Officer, CPPD shall provide templates for and request reports, or other records as required to support this agreement. At a minimum, NCPDLP institutions shall be required to report enrollments, graduations and visits to the academic institution's specialized NCPDLP web site and other reports as deemed necessary for evaluation of program effectiveness as determined by the Commanding Officer, CPPD.
- (2) The Commanding Officer, CPPD shall provide guidance on complying with Wide Area Work Flow processes for invoicing of tuition assistance.

c. Program Evaluation

- (1) The Commanding Officer, CPPD or his/her designee shall evaluate the academic institution's compliance with this MOU. Within ten days of such evaluation, the Commanding Officer, CPPD shall submit findings in writing to the academic institution.
- (2) The academic institution shall have thirty days to respond and correct any areas of non-compliance with this agreement.
- (3) The Commanding Officer, CPPD shall prepare a summarized report of the initial findings, including the institution's response and actions to be completed, with due dates, and provide a copy to the academic institution. The Commanding Officer, CPPD, shall evaluate the academic institution's compliance with the findings and either accept as complete or inform the academic institution of deficiencies. Per the termination clause of the agreement, the Commanding Officer, CPPD reserves the right to terminate this agreement if the academic institution does not comply with correcting deficiencies identified in the evaluation process.

d. Publicity

- (1) As part of publicity conducted to inform Sailors of the available options under the NCPDLP, DON may assist the academic institution in publicizing NCPDLP degree programs within the Navy. Assistance may include:
- (a) Provide a link to the academic institution through the Navy College Program web site.
- (b) Provide a link to the academic institution's NCPDLP, Distance Learning Education Plans (DLEP) on the Navy College Program web site.
- (c) Display the academic institution's advertising materials (i.e., pamphlets, posters, and brochures) at all Navy College Offices.
- $% \left(A\right) =\left(A\right) +A\left(A\right) +A$
- (e) At the discretion of the local NCO Director, provide the academic institution the opportunity for scheduled access to the local Navy College Offices.

- (2) DON may publicize the NCPDLP in concert with other Navy College Program publicity.
- e. <u>Counseling</u>. The Navy shall inform Sailors about NCPDLP during counseling sessions and provide Sailors the opportunity to select the course of action that best meets their career and educational goals.
- 5. Responsibilities of the Academic Institution as a Navy College Program Distance Learning Center. The academic institution hereby agrees to the following:

a. Admission

- (1) The academic institution shall accept, admit, and enroll interested Sailors (enlisted and officer) to two-year (associate degree) or four-year (baccalaureate degree) programs offered through NCPDLP.
- (2) Admission may be conditional or provisional. The institution may require Sailors seeking admission to meet certain standards, such as passing the GED and/or successfully completing a limited number of college courses

with the institution, before granting full admission status.

(3) The academic institution may also admit other qualified individuals to these degree programs.

b. Program Offering

- (1) Degrees offered through NCPDLP must be authorized by the academic institution.
- (2) Credits from courses taken off-campus, including distance learning, shall be used in establishing academic residency to meet degree completion requirements.
- (3) The academic institution shall develop and maintain a long-range (one academic year or longer) schedule of course offerings in support of the program and make the schedule available on the institution's web site.
- (4) The academic institution shall provide and arrange access to the library and other academic reference and research resources in print or online format that are appropriate or necessary to support the courses offered. In addition, these library resource arrangements will be in accordance with the standards of the institution's accrediting association and the State Regulatory Agency having jurisdiction over the academic institution.
- (5) The academic institution may be permitted to have a presence on Naval installations, subject to available facilities space and at the invitation of the local NCO Director, based on the installation needs assessment and base education plan.

- c. <u>Counseling Services</u>. The academic institution shall, at a minimum, provide:
- (1) Timely, responsive, and accurate academic advising, through a variety of media, to permit the greatest access to Sailors who are deployed worldwide. The academic institution must provide services that include dynamic and static student services taking into consideration limited web access and very limited connectivity available to Sailors.
- (2) E-mail and toll-free telephonic access for academic counseling and information. The institution shall respond to e-mail messages within one workday. Toll-free telephonic access to academic counseling and information for a minimum of forty hours per week and cover the hours of 0900-1700, institution's local time. Voice mail shall be available at all other times. Such telephonic access shall be available both in the continental United States and overseas.
- (3) An interim response within one workday and a complete response within five workdays for student questions that require more in-depth review by the academic institutional advisor.
- (4) A link to counseling services provided through the Navy College Program Web site.
- d. <u>SOCNAV</u>. The academic institution shall agree to SOC principles, criteria and SOCNAV membership requirements. The academic institution also agrees to maintain SOCNAV membership for the duration of their participation in the NCPDLP.
- e. SOCNAV Student Agreement/Distance Learning Education Plan. Upon full implementation of this agreement, the academic institution shall:
- (1) Accept electronic transfer of the Sailor/Marine American Council on Education Registry Transcript (SMART).
- (2) Complete a formal evaluation of prior learning and generate an official SOCNAV Student Agreement when the student has met requirements as designated in SOCNAV membership. The SOCNAV student agreement shall be completed within four weeks of receipt of pertinent documentation.
- (3) Provide signed copies of the SOCNAV Student Agreement to the student, the servicing Navy College Office, and SOCNAV.
- (4) Send data electronically, via the SMART web site, in the format prescribed by the Commanding Officer, CPPD, to post newly generated SOCNAV Student Agreements on the Navy College Program web site on the last calendar day of each month. If the last calendar day is a weekend or holiday, the electronic transmission will occur on the first business day following. Student Agreements shall be updated annually to include additional courses completed at the academic institution and other academic credit accrued through testing programs, and courses transferred in from another institution or via SMART.

- f. <u>Distance Learning Education Degree Plans</u>. The academic institution shall:
- (1) Develop Distance Learning Education Plans for all Navy ratings that correspond to the degrees offered through NCPDLP. Distance Learning Education Plans shall clearly demonstrate the coursework needed to complete the degree in combination with Navy technical training and Navy occupational experience.
- (2) Complete and post Distance Learning Education Plans on the institution's web site, no later than the full implementation of this agreement, in a standardized format provided by the Commanding Officer, CPPD.
- (3) Keep these Distance Learning Education Plans current, reflecting any institutional and/or course changes.
 - g. Award of College Credit. The academic institution agrees to:
- (1) Award, at a minimum, credit for military (all Department of Defense) technical training and Navy experience as recommended by the American Council on Education (ACE) and the Community College of the Air Force (for Air Force courses completed by Sailors), as appropriate to the degree option selected by the student.
- (2) Award, at a minimum, credit for examinations as recommended by ACE and as appropriate to the degree option selected by the student.
 - h. Distance Learning Courses. The academic institution agrees to:
- (1) Provide courses through distance learning, through a variety of platforms, to ensure all interested Sailors have the opportunity to meet the residency requirements of the academic institution.
- (2) Provide instructional materials and exams to military personnel in the same timeframe and manner as other students at a distance, applying the same academic regulations and quality of materials.
 - i. Tuition/Fees/Refund Policy. The academic institution agrees to:
- (1) Set tuition and fees charges for courses taken through the academic institution no higher than the maximum allowed by Navy Tuition Assistance.
- (2) Amend the tuition and fee structure only after sixty (60) days written notice to the Commanding Officer, CPPD. Neither tuition nor fee structure shall be amended for a term already in session. Yearly increases cannot exceed increases for all enrolled students taking courses through the same delivery method. In any event, amendments in tuition and fee structure will not exceed the maximum amount allowed by Navy Tuition Assistance.

(3) Pay refunds per the refund policy stated in the academic institution's catalog and as amplified in Appendix 2 of this MOU. However, it is understood and agreed that the academic institution shall pay all refunds of Navy Tuition Assistance monies directly to the U.S. Navy. Refunds may be made by money order or cashier's check payable to U.S. TREASURY and must be mailed to:

Commanding Officer NETPDTC TA Accounting N8132 6490 Saufley Field Road Pensacola, FL 32509-5241

- (4) Collect monies owed to the academic institution from the student. Collection of monies shall be the responsibility of the academic institution.
- (5) Refund any tuition to the Government for a course from which the student withdraws in accordance with provisions provided as covered by Section III.F.2.f.
- (6) Refund any fees paid to the student for a course from which the student withdraws in accordance with provisions provided as covered by Section III.F.2.f.
- (7) Refund to the Government and/or the student, as appropriate, 100 percent of the tuition and fees paid for a course that is canceled by the academic institution through no fault of the U.S. Government.
 - j. Payment of Tuition and Fees. The academic institution agrees to:
- (1) Accept full payment from Navy students who are either ineligible for, or do not wish to use, Navy Tuition Assistance.
- (2) Require Navy students to make provisions, at the time of enrollment, for payment of all costs associated with that enrollment.
 - k. Veterans Assistance. The academic institution agrees to:
- (1) Obtain Department of Veterans Affairs (DVA) determinations governing both approval of programs specified in this agreement and the normal educational allowance applicable (based on certification of one, two, or more courses per term), as to half-time, three-quarter time, or full-time attendance.
- (2) Advise eligible prospective students of their benefits under the auspices of the DVA.
- (3) Process applications expeditiously under any DVA program per existing DVA regulations. The academic institution shall ensure prompt and deliberate response to student inquiries regarding DVA-funded education benefits. The student retains responsibility for monies owed to the academic institution.

- 1. $\frac{\text{Diploma(s)/Degree(s)/Graduation(s)}}{\text{Diploma(s)/Degree(s)/Graduation(s)}}$. The academic institution agrees to:
- (1) Issue, at no cost to the government, Certificate(s) of Completion, diploma(s), and/or degree(s) to each student who completes the program requirements and has met all financial obligations.
- (2) Make no distinction on any credential between course(s) and program(s) taken at the home campus, off-campus, or through distance learning. No distinction shall be made on any academic credential to reflect participation in the Navy College Program.
- (3) Invite all Navy graduates to participate in the graduation ceremony at the home campus of the academic institution. If the local installation conducts a combined ceremony for all graduates from a variety of institutions, the NCPDLP institutions and graduates may be invited to participate. Navy graduates will bear the same costs as any non-Navy student for their participation in a graduation ceremony.

m. Transcripts. The academic institution agrees to:

- (1) Post the institution's transcript request form on the institution's web site, include any cost for the transcript, provide instructions on how to submit the form, and allow for electronic signature when available.
- (2) Produce and send the requested transcript no later than five workdays after receiving the request.
- (3) As part of the graduation application process, obtain appropriate transcript release from Sailors authorizing the release of official transcripts indicating degree completion at no cost to Sailor or to the government, to:

Center for Personal and Professional Development ATTN: Navy Virtual Education Center 1905 Regulus Ave, Ste 234 Virginia Beach, VA 23461-2009

n. Data and Reports.

- (1) The academic institution will provide electronic reports for information pertinent to military personnel, periodically to the Commanding Officer, CPPD, using the templates provided by the Commanding Officer, CPPD. This information includes, but is not limited to: Navy Tuition Assistance transactions, final course grades for Sailors using Navy Tuition Assistance, admissions, graduates, degrees awarded, courses offered, and enrollments, as well as statistics related to military members enrollment.
- (2) Requests for such information may be made at any time, but shall not be later than three years after termination of this agreement. Responses to all requests for reports shall be provided within 10 working days.

- (3) Grades shall be provided electronically in text (.txt) format within 30 days of course/term completion, and as specified by the Commanding Officer, CPPD, for students submitting the Navy Tuition Assistance Form (NAVEDTRA 1560/5). The academic institution will be assigned an FTP access account for data upload.
- (4) The academic institution shall comply with the requirements of Wide Area Work Flow (WAWF-RA). Using guidance provided by the Commanding Officer, the academic institution agrees to establish the requisite account and use the WAWF system for tuition assistance billing.
- o. <u>Contract Support</u>. If the academic institution enters into a contract to carry out any part of this agreement, the contract shall be per the terms and conditions of this MOU.

p. Publicity Materials. The academic institution agrees to:

- (1) Prepare explanatory publicity of a general nature concerning the programs being offered to the Navy through this agreement. Publicity and marketing on Naval installations shall focus on NCPDLP program and not to any non-academic partners of the academic institutions.
- (2) Submit proposed marketing plan and materials to the Commanding Officer, CPPD for review and approval prior to any public marketing by the institution. Additionally, submit any publicity produced exclusively for dissemination at a single installation to the local or servicing Navy College Office for review and approval.
- (3) Provide the Commanding Officer, CPPD samples of marketing materials available for order by the NCOs and assume responsibility for the reproduction and distribution of publicity materials to the Navy College Offices. Only those publicity and marketing materials provided for use at Navy College Offices and the Navy Educational Fair shall have NCPCLP Partnership markings and trademarks.
- (4) The academic institution may not use the NCPDLP markings/logos/trademarks or other Navy markings/logos/trademarks in advertising materials that are for general circulation outside the Navy. All marketing materials shall include a statement indicating that participation in the NCPDLP does not imply endorsement by the Department of the Navy or the Department of Defense.
- (5) The Academic Institution is hereby informed that both Title 5 of the Code of Federal Regulations §2635.702 and Section 3-209 of the Department of Defense (DoD) Joint Ethics Regulation provide that endorsement of a nonfederal entity, event, product, service, enterprise may be neither stated nor implied by DoD or DoD personnel in their official capacities. In addition, titles, positions, or organization names may not be used to suggest official endorsement or preferential treatment of any non-federal entity. The Academic Institution therefore accepts and agrees not to use, show, depict, picture, or feature DoD personnel in uniform; or allow use of DoD personnel titles, positions, or organization names in school advertisements, marketing materials, or publications of any kind, including but not limited to: magazines, catalogues, brochures, pamphlets, flyers, billboards, internet web pages, or radio and television advertisements that are for general

circulation outside DoD. The Academic Institution agrees to promptly remove from circulation any advertisements or publications that violate this provision. For purposes of this provision, there is no prohibition against use of an image which depicts uniformed DoD personnel in a large group of individuals where the presence of the DoD personnel is not highlighted or used to suggest DoD endorsement of the Academic Institution. Violation of this provision can result in termination of the Academic Institution's participation in the NCPDLP.

- (6) The academic institution shall establish a sub-page on the NCPDLP school web site containing information on available marketing materials, process to order materials and point of contact for ordering materials.
- (7) The academic institution shall develop a web page dedicated to the NCPDLP following a template provided by the Commanding Officer, CPPD. The template shall include standard links, in a specific order, following defined terms as provided by the Commanding Officer, CPPD.
- q. Change in Accreditation Status. The academic institution shall notify the Commanding Officer, CPPD of any change in institutional or program accreditation status.
- r. Continuation of Educational Services. The academic institution agrees:
- (1) If either party terminates this agreement, the academic institution shall continue to provide educational services for those students already enrolled. The terms, conditions, and academic institution's policies in place on the date of termination of the MOU, including the academic institution's policy on how much time a student has to complete a degree, shall continue to apply to such students.
- (2) To notify the Commanding Officer, CPPD immediately of any forthcoming legal action concerning fiscal or academic problems that would jeopardize currently enrolled students or the ability to offer programs in the future.

6. Offering Programs on Navy Installations.

- a. Participation in the NCPDLP does not guarantee the institutions the opportunity to offer instructor-based programs on Naval installations. The academic institution may be invited to offer instructor-based courses on an installation. Such invitation is solely at the discretion of the Host Commanding Officer and as with all on base programs, in concert with the host installation education plan. Before starting instructor-based courses on any Navy installation, Navy College Office shall negotiate a separate MOU with the academic institution in concert with procedures established by the host command.
- b. NCPDLP Institutions shall not solicit students for Non-academic programs.

c. Should there be a conflict between this MOU and the installation's MOU, the host command MOU shall take precedence.

7. Participation in Military Installation Voluntary Education Review (MIVER)

a. Department of Defense uses a third party review to assess the quality of voluntary education programs offered on military installations.

The Navy may extend this review process to include the NCPDLP partners.

b. The academic institution shall participate fully in the MIVER evaluation and self-review process.

8. Disputes

- a. Except as otherwise provided in this agreement, any dispute concerning an interpretation of, or a question of fact arising under, this agreement which is not disposed of by mutual consent shall be decided by a senior representative of the Navy identified by the Commanding Officer, CPPD, for this express purpose.
- b. The decision shall be in writing and shall constitute the final administrative determination.

COAST COMMUNITY COLL (Coastline Community		Department of the Nav	ту
Printed Name	Title	Printed Name	Title
SIGNATURE		SIGNATURE	
Date:		Date:	

HEALTHCARE PROVIDER SERVICES AGREEMENT

BETWEEN

THE COAST COMMUNITY COLLEGE DISTRICT

AND

Memorial Prompt Care & Family Medicine

This Healthcare Provider Services Agreement is made and entered into this 22 day of July, 2010, between THE COAST COMMUNITY COLLEGE DISTRICT ("District"), a Public Educational Agency for Coastline Community College, and Memorial Prompt Care & Family Medicine ("Provider").

In consideration of the mutual covenants set forth and obligations undertaken, District and the Provider, intending to be legally bound, hereby covenant and agree as follows:

1.0 <u>Definitions</u>

The following terms shall be the meanings set forth in this section for purposes of this Agreement.

- 1.1 "District" shall mean Coast Community College District.
- 1.2 "College" shall mean Coastline Community College.
- 1.3 "Provider" shall mean the health care provider who is awarded the bid.
- "Student" shall mean a currently enrolled Student at the College who has a current and valid Student identification card and presents it and another form of picture identification prior to receiving any services from Provider under this Agreement.
- 1.5 "Physician" shall mean one who is duly licensed as a Physician to practice medicine or osteopathy under the laws of the State of California.
- 1.6 "Basic Health Services" and "specialist services" shall mean those services set forth on Attachment 1 to this Agreement, unless otherwise provided for herein.

2.0 Capacity

- 2.1 In furnishing services under this Agreement, neither Provider nor District shall be construed to be the agent, employee, or representative of the other, except as specified in this Agreement.
- 2.2 In furnishing services under this Agreement, none of the Physicians, employees, contractors or representatives of the Provider is an employee, contractor or agent of the District. It is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Provider and District an

employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Therefore the parties understand and agree that District is not responsible in any way, directly or indirectly, for any employment related benefits for Provider or its Physicians or employees, contractors or representatives. Such benefits not covered include, but are not limited to, salaries, vacation time, sick leave, workers' compensation health benefits. The sole interest of District is to assure that services provided to College and its Students are performed in a competent and satisfactory manner.

3.0 Term

Provider shall render services under this Agreement for the period beginning August 30, 2010 and ending August 29, 2015.

4.0 Services

- 4.1 District is entering into this Agreement in reliance on Provider's skill and reputation in performing the services described herein, and Provider accepts the relationship of trust and confidence established between it and Provider by this Agreement. Provider shall use its best efforts, skills, and judgment to provide project control services and to further the interests of District and its Students in accordance with this Agreement.
- 4.2 Provider, in performing any services under this Agreement, shall perform in a manner consistent with that level of care and skill exercised by members of the medical profession currently practicing under similar conditions and in similar locations. District expects that Provider shall take all special precautions necessary to protect the District's Students, employees and members of the public from risk of harm arising out of the nature of the services provided.
- 4.3 Provider will provide Students with all those services set forth in Attachment 1 to this Agreement which by this reference is incorporated herein.
- 4.4 The services provided to Students by Provider hereunder are subject to the terms and conditions set forth in this Agreement.
- No services shall be provided to any Student unless the Student presents a current and valid college Student identification card or other verified proof of enrollment plus some other form of identification that is current, valid, and contains the Student's picture. District shall provide to Provider a monthly report of currently enrolled Students for additional enrollment verification.
- 4.6 Provider may request to withhold a deposit, not to exceed \$100, in the event that a Student seeking health services is unable to verify proof of enrollment. The deposit is fully refundable once enrollment is confirmed.
- 4.7 No services shall be provided to any Student under the age of 18 years unless the Student presents a signed permission statement from Student's parent or proof of emancipation.

- 4.8 Provider will provide health services to Students from the first day of the semester in which the Student is enrolled until the day prior to the start of the following semester.
- 4.9 Provider shall immediately and in good faith address and respond to any Student complaints regarding Provider's service to said Student and shall within forty-eight (48) hours advise District Risk Services in writing of the complaint and action taken or to be taken in response thereto.
- 4.10 Students currently enrolled at Coastline Community College who are injured on campus or while participating in school activities shall receive treatment by Provider under the following conditions:
 - A. Injury treatment will be free for CCC Students if such treatment is one of the treatments outlined in Attachment 1.
 - B. Injury treatment not outlined as a free service as outlined in Attachment 1 is subject to the terms of the District's Student Accident Insurance Policy with Blue Cross (Prudent Buyer Plan). This Blue Cross policy is secondary to any other health insurance the Student may have.
 - C. The Provider shall report Student injuries described in 4.10 and 7.13 to District Risk Services Department.

5.0 Location and Hours of Service

Provider shall provide basic health care services to Students, with or without an appointment, at the following location during the following hours:

Location;

Time and Day;

No change in the above hours and location of services will be permitted unless agreed to in writing by District.

6.0 Student Health Fees and Payment Schedule

- 6.1 District shall collect a health fee each semester from each College Student registering in credit classes except those Students who are approved by the college for waiver of the fee such as recipients of financial assistance.
- 6.2 After administrative costs directly related to Student Health Services (not to exceed \$9,000 annually), Provider shall be paid each year as follows:
 - A. Fifty percent (50%) of the health fees collected by the District, from College Students less a \$4,000 administrative fee for each of the fall and spring terms, shall be paid within forty-five (45) days of the beginning of each fall and spring term;

- B. The remaining balance of health fees collected by District from College Students shall be paid no later than ninety (90) days after the beginning of each fall and spring term;
- C. For the summer term, one-hundred percent (100%) of the total fees collected by District from College Students less a \$1,000 administrative fee shall be paid within thirty (30) days after the beginning of the summer term;
- D. Any late collection of health fees by the District from Coastline Community College Students shall be paid within thirty (30) days after the end of each fall, spring, or summer term.

7.0 Obligations of Provider

- 7.1 All Physicians rendering health care services to Students under this Agreement shall be duly licensed to practice medicine or osteopathy in California, and must maintain themselves in good professional standing at all times. Evidence of such licensing shall be submitted to District upon request.
- 7.2 All Physicians rendering health care services to Students under this Agreement shall have training and experience in the field in which they practice, and, if a specialist, shall be specialty board certified or eligible.
- 7.3 All Physicians rendering health care services to Students under this Agreement are required to have current hospital privileges at one or more hospitals in Orange County, California.
- 7.4 Medical treatment rendered by a Physician under this Agreement will be given as promptly as practicable, consistent with sound medical practice.
- 7.5 All Physicians rendering health care services to Students under this Agreement shall do so consistent with the professional standards of the American Medical Association and the American Osteopathic Association and consistent with methods of practice in the community applicable to this Agreement.
- 7.6 Provider shall maintain adequate medical records for any Students treated by any Physician under this Agreement. The normal standards and procedures for maintaining medical records shall apply to Provider's obligation under this provision.
- Provider shall have the discretion to deny services to those Students, who in Provider's professional medical opinion, are abusing the services offered by Provider. Provider shall promptly notify District in writing regarding its concerns Provider may have with a Student abusing the services offered by Provider.

- 7.8 Any and all medical records of Students maintained by Provider shall be maintained subject to all applicable federal, state and local law, regulation and statute, including, but not limited to, all applicable privacy and confidentiality requirements. All Student medical records shall be treated as confidential in compliance with all federal and state law and regulations concerning the confidentiality of patient records, including, but limited to, HIPPA as codified at 42 U.S.C. § 1320 though d-8.
- 7.9 Provider shall carry professional liability insurance with an insurance company duly licensed by the State of California with a rating by Best's Insurance Rating Service of not less than AVII providing coverage for each and every individual employed by the Provider or independent contractor providing services under this Agreement in a minimum amount of One Million Dollars (\$1,000,000) per occurrence. Provider shall notify District in writing as provided in Section 12 below of cancellation or modification of any coverage under such professional liability insurance at least thirty (30) days prior to any such cancellation or modification. This Agreement shall not be deemed in force and effect unless and until Provider provides District with a Certificate of Insurance evidencing such coverage. The Provider shall provide a certified copy of said policy or policies upon request.
- Provider shall, on its behalf and its employees and independent contractors as 7.10 insureds maintain during the term of this Agreement, with insurance companies duly licensed by the State of California with a rating by Best's Insurance Rating Service of not less than AVII, commercial bodily injury and property damage liability insurance in the combined single limit of not less than One Million Dollars (\$1,000,000.00) for each occurrence for personal injury and/or death and Two Hundred Fifty Thousand Dollars (\$250,000.00) as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and products liability, covering the activities of Provider under this Agreement, and shall provide District with a Certificate of Insurance and Additional Insured Endorsement evidencing such policies. The insurance policies shall contain covenants by the issuing company that the policies shall not be cancelled without thirty (30) days' prior written notice to District. District, College and Board of Trustees, shall be named as additional insureds under such policy of insurance to be maintained pursuant to this section, and such policy shall contain a cross-liability endorsement.
- 7.11 Provider shall secure and maintain workers' compensation insurance covering all personnel employed by Provider during the term of the Agreement whether said personnel is employed by Provider or supplied by persons or entities other than the District. Provider shall maintain during the term of this Agreement, Workers' Compensation insurance with insurance company duly licensed and admitted by the State of California with rating by Best's Insurance Rating Service of not less than AVII.

- 7.12 Each Physician rendering services to Students under this Agreement shall maintain a professional liability policy in a minimum amount of One Million Dollars (\$1,000,000) per occurrence, insuring Physician against any claim or claims for damages arising by reason of personal injury or death occasioned directly or indirectly in connection with the performance of any service by the Physician to Students under this Agreement. Provider shall provide copies of said policies to District upon request.
- 7.13 In rendering services under this Agreement, Provider and each Physician shall comply with all applicable federal, state and local laws, statutes, regulations and ordinances.
- 7.14 Provider shall complete a District Student Accident Insurance Form attached hereto as Attachment 2, when providing services to Students injured while participating in District activities and return the completed forms to the College Business Office within five (5) days of providing services to an injured Student.
- 7.15 Provider shall maintain records and provide a written report monthly to the College Student Services Office statistical information about the Students served to include the following data:
 - A. Number of Students served (broken down by females and males);
 - B. Number of visits by Students to the Provider's facility for medical assistance (broken down by females and males);
 - C. Type and number of services provided; and
 - D. Type and number of services provided with an additional cost (broken down by cost per Student served per visit).
- 7.16 Provider shall provide District with a written accounting of provided services under this Agreement as specified above on a monthly basis with a summary for each semester this Agreement is in effect. Provider shall provide the summary within thirty (30) days of the end of the semester.
- 7.17 Provider shall provide written notice of all litigation with a copy of the complaint (except for family law matters) filed against the Provider and/or any Physicians rendering services under this Agreement within twenty (20) days of service.
- 7.18 Provider has provided the District with certain information as part of its proposal to District to provide services under this Agreement. District has relied on this information in choosing the Provider to provide the services as set forth herein. The Provider warrants and represents that any and all information is true, accurate, and complete in all respects. Provider further warrants and represents that it and all of its Physicians are competent and able to perform the necessary services provided hereunder.

7.19 Students who sustain an injury or acute illness and receive initial treatment for said injury or illness while actively enrolled will not be excluded for services as indicated in the drop exclusion unless otherwise directed by District. If Provider receives any information directly or indirectly that the Student enrolled solely for the purpose of obtaining coverage for a pre-existing condition, such information should immediately be provided to District so that District can determine in good faith and in District's sole discretion whether treatment should continue to be provided to the former Student under the Student health services program.

8.0 Assignment

An inducement to District for entering into this Agreement is the professional reputation and competence of Provider and its Physicians and employees. Neither this Agreement nor any interest therein may be assigned by Provider without the prior written consent of District, which consent may be withheld by District in its sole and absolute discretion. Any attempt by Provider to assign this Agreement shall be void and a material breach of this Agreement and District may immediately terminate this Agreement.

9.0 Termination

- 9.1 District may terminate this Agreement, without cause, upon thirty (30) days written notice to Provider. Provider may terminate this Agreement, without cause, upon (90) days written notice to District, but in no event shall Provider terminate services before the completion of the current semester in effect following the completion of the (90) day notice period. In the event either party terminates this Agreement except for cause, the obligation of Provider to provide health services to Students as provided hereunder.
- 9.2 If either party breaches a material provision of this Agreement, the non-breaching party shall give the other party notice of such breach. Such breach shall be deemed cured if it is cured within ten (10) days from the effective date of such notice in the case of a failure to make any payment when due hereunder or twenty (20) days from the date of such notice in the case of any other breach. If such breach is not cured within a time specified above, the non-breaching party shall have the right to terminate this Agreement and such termination shall be deemed a termination for "cause." The rights of termination referred to in this Agreement are not intended to be exclusive and are in addition to any other rights available to either party at law or in equity.

10.0 Indemnification

Provider shall to the fullest extent permitted by law indemnify and hold District and its trustees, officers, employees, instructors, agents, representatives, and Students free and harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney fees and other defense costs, from or arising out of Provider's provisions of services provided Students under this

Agreement (hereinafter "such services"), the quality of such services provided, the failure of Provider to provide such services, when required by this Agreement, and more generally, the failure of Provider to perform its obligations under this Agreement or to comply with all laws, rules or regulations applicable to the services being provided by Provider herein. Provider will further indemnify and hold the District and its trustees, officers, employees, instructors, agents, representatives, and Students free and harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, claims and demands of every kind or nature, including reasonable attorney fees and other defense costs, from or arising out of any and all representations made to Students by the Provider or in connection with any and all information supplied, and/or statements made, by Provider to Students in connection with the provisions of such services.

District shall indemnify and hold Provider and its officers, employees, agents or representatives free and harmless from and against all costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, claims and demands of every kind or nature, including reasonable attorney fees, from or arising out of the failure of the District to perform its obligations under said Agreement or to comply with the laws, rules or regulations applicable to District.

11.0 <u>Arbitration</u>

- In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement prior to initiating arbitration or any legal action, and as a condition precedent to being entitled to file such arbitration demand or legal action, the parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreement. To this effect they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.
- Any dispute arising under or relating to this Agreement, whether based on 11.2 contract, tort, statute, or other legal or equitable theory, will be submitted to arbitration in the County of Orange, State of California before a retired California Superior Court Judge or a retired California Appellate Court or Supreme Court Justice or before a retired Federal Court Judge or Justice. If the parties are unable to agree to an arbitrator, the arbitration shall be submitted before the Judicial Arbitration and Mediation Services, Inc. ("JAMS") or Judicate West or the American Arbitration Association ("AAA"). The parties may agree on a retired judge from the selected entity panel. If they are unable to agree, the selected entity will provide a list of available judges and each party may strike one. The arbitration service selected shall select the arbitrator from the remaining names. The parties waive their rights to a jury trial. The arbitration shall be held in accordance with the rules of selected entity and California substantive law shall apply. Each party shall pay one-half of the arbitration fees. The arbitrator may award costs, including arbitration fees and attorneys' fees to the prevailing party. The parties shall be entitled to only the following limited discovery:

- (1) each party shall exchange all documents relevant to the subject matter of the dispute;
- (2) each party shall be entitled to one deposition limited to four hours;
- (3) each party may serve one set of interrogatories limited to 15 interrogatories including subparts;
- (4) each party may make application to the arbitrator to order the deposition of a witness to be taken for use as evidence and not for discovery if (i) the witness cannot be compelled to attend the hearing, or, if such exceptional circumstances exist as to make it desirable in the interest of justice and (ii) with due regard to the importance of presenting the testimony of witnesses a the hearing to allow the deposition to be taken.

12.0 Notices

Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To College:	Coastline College 11460 Warner Avenue Fountain Valley, CA 92708 Attn: Vice-President Kevin McElroy
With a copy to District:	Coast Community College District 1370 Adams Avenue Costa Mesa, CA 92626 Attn: Risk Services Department
То:	
	Attn:
With a copy to:	
	Attn:

Any such notices or communications personally served or delivered by courier shall be effective when received. All notices sent by certified mail shall be effective forty-eight (48) hours after deposit in the mail.

Each party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph by giving the other party written notice of a new address in the manner set forth above.

<u>Miscellaneous</u>
Both parties warrant and represent to have full authority, upon the approval or ratification of their respective governing boards, to enter into this Agreement and perform all duties and obligations arising herefrom.
The waiver of any breach or violation of any terms or condition hereof shall not affect the validity or enforceability of any other term or condition, nor shall it be deemed a waiver of any subsequent breach.
If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way.
This Agreement shall not be construed against any one party but rather shall be deemed to be prepared jointly by both parties.
This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by the Provider to the District and contains all the covenants and/or agreements between the parties with respect to the rendering of such services.
Neither party may modify the terms and conditions of this Agreement except in writing signed by both parties.
The headings of the various sections of this Agreement are inserted merely for the purpose of convenience and do not, express or by implication, limit or define or extend the specific terms of the section so designated.
District and the Provider shall provide administrative liaison with each other in the performance of this Agreement. The Liaison for District shall be Vice-President Kevin McElroy (714) 241-6144 and Christine Nguyen (714) 241-6150. The Liaison for the Provider shall be, who can be reached at ()
Thereof, the parties hereto have executed this Agreement as of the following dates:
MMUNITY COLLEGE DISTRICT
on Date ard of Trustees
(Provider):

Date

Attachment 1

SCOPE OF SERVICES

A. PRIMARY CARE PROFESSIONAL SERVICES OFFERED FREE OF CHARGE.

Primary care professional services offered are many and varied to integrate the biological, clinical and behavioral sciences. The scope encompasses all ages, both sexes, and each organ system.

GENERAL and AGE SPECIFIC SCREENINGS

Blood pressure

Mammography (women age 40 and over)

Body fat

Prostate Cancer

Colon cancer

Sexually transmitted diseases (STD)

Diabetes

Skin cancer Tuberculosis

Hearing

Vision

Lung function

2) IMMUNIZATIONS

Diphtheria

Gamma Globulin

MMR

Tetanus

Polio

3) LABORATORY TESTING

Blood sugar

Pregnancy

Chemistry (6 or 12 panels)

PSĀ

Cholesterol

Sexually transmitted diseases (STD)

Complete blood count

Stool occult blood

HIV screening

Thyroid (TSH)

Mononucleosis

Urinalysis

Pap smear

4) MINOR EMERGENCY MEDICAL TREATMENT

Such as, but not limited to, burns, fractures, minor lacerations, sprains and strains, etc.

5) MINOR NON-EMERGENCY MEDICAL TREATMENT

Such as, but not limited to, fever, bronchitis, colds, flu, respiratory infections, urinary tract infection (UTI), etc.

6) GENERAL MEDICAL EVALUATIONS AND TREATMENT FOR ACUTE MEDICAL PROBLEMS

General medical evaluations and treatment for acute medical problems would include those stated in this document and illnesses or conditions that are not chronic in nature. The scope of services provided is intended to be broad and oriented toward acute disorders, but is not all inclusive. (Some conditions not covered would be cancer, diabetes care, chronic kidney disease, chronic obstructive pulmonary disease, chronic arthritis, obstetric, epilepsy, and chronic neurotic disorders.)

WOMEN'S HEALTH CARE ISSUES

Annual breast exams
Birth control counseling and prescribing
Hormone replacement therapy
Mammography
Natural family planning
Osteoporosis assessment
Pap smear
Sexual responsibility education

8) WEIGHT CONTROL COUNSELING

Weight control counseling to be performed by the medical provider with a focus on proper diet and rigorous exercise along with medical guidance.

9) PRIMARY CARE ANCILLARY SERVICES SUCH AS X-RAY, PHYSICAL THERAPY, AND OTHER SERVICES

X-Rays, including all extremities, skull, spine, cervical, chest, thoracic, knee, etc.

Physical Therapy, including ultrasound, hydro collator, trigger point injection, EMS, etc.

Other services, including Cardiac Treadmill, Pulmonary Function, Holter Monitoring, EKG, Echo Cardiogram, Flexible Sigmoidoscopy, Abdominal Ultrasound, Sexually transmitted diseases (STD) screening, HIV screening, etc.

Other services listed on attachment 1A.

10) MINOR SURGERY

Minor surgeries include minor laceration repair, incision and drainage of hemorrhoids, abscesses, cysts, skin tags/warts/mole removal, nail excision, and skin cancer removal including biopsy fee. Dressings, local anesthesia and sterilization must be free of charge.

11) GENERIC DRUGS (See attachment 1B for Generic Drug Formulary)

B OTHER SERVICES

1) COMMUNICABLE DISEASES

Provider shall report all cases of communicable diseases to the County Health Department as required by law, and to the specified District Administration.

2) PSYCHOLOGICAL SCREENING AND COUNSELING

Psychological screening and counseling shall be performed by a medical doctor to determine what type of intervention is indicated. Frequency of counseling will include no less than two sessions a month. Appropriate low-cost referrals will be made for MFCC, Ph.D., psychiatry or other necessary health care professionals if medically necessary.

3) COMMUNITY REFERRALS

Community referrals include Orange County Health Department, Dental Association, Crisis Hotline, AIDS Hotline and Medi-Cal Information Registration. Should specialty care be required outside of the student health services program, a full panel of consultants shall be maintained.

- C. SPECIALTY CARE (set forth in attachment 1C)
- D. VALUE ADDED SERVICES (set forth in attachment 1D)

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Attachment 1A

OTHER SERVICES

Communicable Disease

Memorial Prompt Care is to report all cases of communicable disease to the County Health Department, as required by law, and the specified District Administrator. The majority of communicable diseases cannot be reported to the college due to privacy laws; however, Memorial Prompt Care will notify the District if outbreaks of Tuberculosis or Meningococcal Meningitis are suspected. All other communicable diseases would be at the discretion of the County Health Department to report to the District.

Psychological Screening and Counseling

Psychological screening and counseling shall be performed by a medical doctor to determine what type of intervention is indicated. Frequency of counseling will include no less than two sessions a month. Appropriate low-cost referrals will be made for MFT, Ph.D, psychiatry or other necessary health care professionals if medically indicated.

Community Referrals

Community referrals include:

Orange County Health Department	(714) 834-4722
Dental Association	(714) 834-8408
	(714) 834-6913
Crisis Hotline	(800) 342-2437
AIDS Hotline	(714) 541-7700
Medi-Cal Information Registration	(7 14) 54 1-1700

Should specialty care be required outside of the student health services program, a full panel of referral consultants is available by primary care physician referral.

OTHER SERVICES - COUNSELING REFERRALS

Psychotherapy Caroline Elders, MFCC (Adult) Ken Rhey, MFCC (Adult/adolescent/no relationships) Tim Scanlon, M.S. (Marriage, Family & Child Counselor)	562/430-5688 714/775-0777 714/848-8083
Psychologists Linda Curci, Ph.D (Adult/chemical dependence) David Lavenaugh, Ph.D Phillip Oncley, Ph.D (Adult/child) Sandy Smith, Ph.D (Adult/child/OCD/ADHD) Jim Linden, Ph.D (Adult/couple/hypnosis) David Garland, Ph.D Linda Sanicola, Ph.D (Adult/child/family/ADHD) Lee Blackwell, Ph.D (Couples/sex counseling) Randy Hill (Grief Counselor)	562/799-6541 714/965-9200 714/490-7069 562/596-5545 562/986-5100 714/541-6831 714/841-5534 714/848-7280 714/843-6525
Clinical Psychologists Kelly Barclay, Psy.D (SCPPMG plans accepted, no B/C or EC) Christopher Seierson, Psy.D/MFCC (Adult/child)	B/S) 714/841-9940 949/515-7287
<u>LCSW</u> Debra Tate, L.C.S.W. (Adult/family) Jacquelyn Shea-Vance, L.C.S.W.	949/650-5983 714/847-5868
Psychiatrists Pediatric, Adolescent & Adult Emor Delmundo William Young, MD Scott Ispireau, MD Barton Blinder, MD (Eating disorder specialist) Thuy Rotunda, MD Gianfranco Burdi, MD Michael Schwartz, MD (Adult only)	714-310-0798 714/241-8560 949/282-0027 949/640-4440 949/608-9659 949/219-0100 949/262-7559
St. Joseph Detox Center	714/771-8134
Drug & Alcohoi Dirk Eldredge, II, CDAC (Addiction & Intervention Specialist) Carlos X. Montano, MD (Seboxone Certified Drug Detox) Orange County Mental Health Clinic	310/373-1011 949/574-9547 714/896-7566
West County Counseling Center/HB Comm. Clinic	714/847-4222
(sliding scale for the uninsured) HOAG Chemical Dependency Center	949/764-5656
Twin Town Treatment Center - Outpt. Addict. Rehab. Adult & Adolescent Treatment Adult, Adolescent & Hispanic Treatment	562/594-8844 562/596-0050 714/532-9295
Cognitive Therapy Clinic	949/646-3390
Alcoholics Anonymous	714/556-4555
Narcotics Anonymous	562/698-4604
Emergency Psychiatric Evaluation	866/830-6011
Centralized Assessment Team	[mktg/RFP/CCC/CCC 6 10/Other Service

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Attachment 1B

Generic Drug Formulary

DISPENSED MEDICATION LIST

MEDICATION	ALTERNATE BRAND/GENERIC
Acetaminophen/cod #20	Tylenol #3 w/codeine
Acetaminophen/cod Elixir 118ml 4oz	Tylenol Elixir
	Xanax
Alprazolam .25mg #30	
Amoxicillin 125mg/5ml 150ml	
Amoxicillin 250mg #30	
Amoxicillin 250mg/5ml 150ml	
Amoxicillin 500mg #30	Auroguard Otic
Antipyrine & Bezocaine Otic 15ml	Z-pak
Azithromycin 250mg #6	Z pan
Bacitracin Ointment 15gm	Septra; Sulfameth/Trimeth DS
Bactrim DS #20	Valisone crm (Beta) Derm
Betamethasone Val .1% crm 15gm	Fiorinal
Butalbital/caffeine 50mg/325/mg/40mg #30	Ceftin
Cefuroxime Axetil 500mg #30	Keflex
Cephalexin 250mg #28	Keflex
Cephalexin 250mg #40	Keflex
Cephalexin 500mg #40	
Ciprofloxacin 500mg #10	Cipro
Ciprofloxacin 500mg #20	Cilorori
Ciprofloxicin Ophthalmic Solution 5mg	Colore
Citalopram 10mg #30	Celexa
Clarithromycin 500mg #20	Biaxin
Clotrimazole 30gm 1%	Lotrimin
Darvocet 100mg #20	Propoxacet-N
Dendracin Lotion 60ml)
Diazepam 5mg #20	Valium 5mg
Diphenhydramine 25mg #20	Benadryl
Doxycycline 100mg caps #20	Vibramycin
Ear drops	Ear wax remover
Erythromycin Topical 2% Solution 60ml	
Flagyl 250mg tabs #30	Metronidazole
Flexeril 10 mg #20 tabs	Cyclobenzaprine
Flucinolone cream .05% 30gm	Lidex cream Flucinonide
Fluconozole 150mg #1	Diflucan
Gentamicin .3% opth sol 15ml	
Guiatuss AC Syrup 4oz 118ml	Robitussin AC

MEDICATION	ALTERNATE BRAND/GENERIC
Hydrocodone / APAP E.S. 7.5mg #20	Vicodin ES
Hydrocodone 500/5mg #20	Vicodin
Hydrocodone 500/5mg #60	Vicodin
Hydrocortisone 1%crm 28.35g(or 30g)1oz	
Ibuprofen 600mg #30	Motrin
Ibuprofen 600mg #60	Motrin
Ibuprofen 800mg #20	Motrin
Lidocaine 2% Viscous Sol 100ml	Xylocaine 2% Viscous
Lorazepam 1mg Tab #20	Ativan
Meclizine 12.5mg #30	Antivert
Naphazoume Opth Sol .1% 15ml	Naphcon (Naphazoline)
Naprosyn 375mg #20	Naproxen
Naprosyn 500mg #20	Naproxen
Naprosyn 500mg #60	Naproxen
Neo/Poly/B-HC Otic Suspension 10ml	A-Biotic HC/Cortisporin
Neopoly B Sulfates 5ml Opthlamic	Maxitrol
Nystatin/Triamicinolone Cream 15gm	
Prednisone 10mg #21	
Prednisone 20mg #20	
Prednisone 5mg #21	
Promethazine VC Cod Syrup 4oz 118ml	Phenergan w/Cod Syrup
Pyridium 200mg #10	Phenazopyridine
Silvadene crm 1% 50gm	Silver Sulfadiazine crm
Soma 350mg #20	Carisoprodol
Sulfair-10 Opth drop 15ml	Sulfacetamide
Temazepam 30mg caps #30	Restoril
Terbinafine HCL 250mg #30	Lamasil
Tramadol 50mg #30	Ultram
Triamcinolone .1% crm 15gm	Aristocort
Zolpidem Tartrate 10mg #30	Ambien s/mktg/RFP/CCC/Medications 6 10

INJECTABLES

Adenocard 6mg / 2ml
Aminophylline 250mg
Ancef 1gm 10ml
B-12
Benadryl 50mg/cc
Celestone Soluspan, per cc
Compazine (Prochlorperazine) 10mg/2ml
Decadron 4mg
Demerol 50mg, 75mg or 100mg
Depo-Medrol 40mg 5ml
Epinephrine MDV 1:1000 30ml
Gamma Globulin Vaccine*
Gentamicin 40mg/ml 20ml
Irrigation Solution [500ml or 1000ml]
Kenalog (Trimethobenziade or Celestone) 40mg
Ketarolac 60mg/2ml (Toradol) SDV
Lasix 20mg
MMR Vaccine*
Morphine (ms) 10mg
Narcan AMPS .4mg 1ml
Phenergan 25mg/ml
Polio – IPV Vaccine*
Potassium Chloride
Rocephin [250mg or 500mg or 1gm]
Tetanus & Diphtheria Toxiods (Td)*
Toradol 60mg/2ml (Ketarolac)
Trimethobenzamide (Tigan) 100mg/ml
Valium 10 ampules x 2ml
Vistaril (Hydroxzine)

^{*} Covered Vaccines

Attachment 1C Specialty Care

SPECIALTY CARE SERVICES

Consultation and Treatment

The following services are provided on-site by specialists by appointment and are subject to the evaluation and referral by the primary care physician.

- Initial consultation and assessment is free of charge.
- Continued treatment and procedures will be offered at a reduced rate as noted, at either a discount from usual and customary fees or flat discounted rate.

Service Provider	Disc % Rate off UC Fees	Flat Disc Fee Per Visit
Orthopedics and sports medicine	25%	
Orthopedics and sports medicine Deia Management	25%	
Pain Management	25%	
Ear, nose and throat	25%	
 Cardiology 	25%	
 Dermatology 	25%	
Podiatry	25%	
 Colon Rectal Specialist 	2070	
■ Physical Therapy		6 visits @ No Charge \$70.00 thereafter 50.00
 Acupuncture 		55.00
■ Dietician		33.00
 Aesthetician 	25%	

Surgical Fees

Surgery fees are the patient's own responsibility. The specialist physicians have agreed to discount as noted, from usual and customary fees.

	Disc % Rate off UC Fees
Surgeon	25%
 Orthopedic surgery 	25%
ENT surgery	25%
 Podiatric surgery 	25%
 Colon Rectal surgery 	2570

Hospital Fees

Hospital fees are the patient's own responsibility, see Orange Coast Memorial Medical Center Value Added Services in section 5 for discount information.

Attachment 1D Value Added Services



A special note about new value added services available to Coastline Community College Students.....

The past 12 years of caring for Coastline students has gone very quickly! We have been pleased to provide the medical care for students at our three facilities. The overall student satisfaction rate has been extremely high which has given our physicians and staff very rewarding experiences to remember. We have continued to offer personalized and the high quality care with a system that continually strives to improve. As the student needs change over the years we must grow and meet those challenges. In addition to basic medical services we are very pleased to announce new and expanded physician and ancillary services at reduced or no cost to the students. All services (except for OCMMC Hospital, Breast Center and Diagnostic Imaging Mammography) are conveniently located on-site and priority scheduling is given to the CCC Students and Staff.

- 1. Dermatology Consultant Dr. Peter Helton, Board Certified
- 2. Cardiology Consultant Dr. Arvind Nirula, Board Certified
- 3. Orthopedic Hand and Upper Extremity Consultant Dr. Floyd Shon, Board Certified
- 4. General Orthopedics and Sports Medicine Dr. Peter Kurzweil, Dr. David Kim and Dr. Al Tsai, all Board Certified
- 5. Pain Management Specialist Dr. Marc Cheng, Board Certified
- 6. Ear, Nose and Throat Specialist Dr. Thanh Van-Nguyen, Board Certified
- 7. Colon Rectal Consultant Dr. Ayman Neoman, Board Certified
- 8. Diagnostic Ultrasound for Vascular and Non-Vascular diseases
- 9. Physical Therapy and Rehabilitation Services featuring Pilates and Gyrotonics equipment
- 10. Aesthetician and Skin Care Licensed Specialist
- 11. Memorial Prompt Care Web Site complete with patient information, useful medical reference links, and other important items
- 12. Orange Coast Memorial Medical Center (off site) in-patient or out-patient procedures at a 25% discount
- 13. Orange Coast Memorial Hospital Breast Center (off-site) state-of-the-art and highly respected, student mammograms upon MPC physician referral at no charge
- 14. Medical Imaging Center of Huntington Beach (off-site) MRI, CT, diagnosis radiology at a 25%-35% discount
- 15. Free or lower cost Brand Name prescription medicines through Medication Savings Programs:
 - a. Rx Assist, Astra Zeneca
 - b. Together Rx Access
 - c. Bridges to Access, Glaxo Smith Kline Pharmaceuticals
- 16. Dedicated staff person to coordinate and problem solve any issues

We will continue to explore and announce new programs and benefits for our Students in the years ahead.

Many of the Coastline Students have referred their friends and family members to us for care over the years and continued on as patients after their graduation. That is a great compliment to our physicians and staff. We thank the Coastline Students and Administrative Staff for all of your support over the years and look forward to caring for you in the years ahead in addition to maintaining our reputation for excellence.

Hally FOR COUNTRY of a compression

Sincerely,

Jamie B. Lewis MD

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Executive Director Memorial Prompt Care & Family Medicine

Diplomat, American Boards of Ambulatory, Emergency, and Family Medicine

VALUE ADDED SERVICES

Orange Coast Memorial Medical Center

9920 Talbert Ave. @ Brookhurst Fountain Valley, CA 92708 (714) 378-7000

In-Patient Services

In-patient services - 25% discount off their usual and customary fees.

The student will be required to make payment directly to Orange Coast Memorial Medical Center at the time of service.

A referral by a Memorial Prompt Care group physician is required.

Out-Patient Services

Out-patient services - 25% discount off their usual and customary fees.

The student will be required to make payment directly to Orange Coast Memorial Medical Center at the time of service.

A referral by a Memorial Prompt Care group physician is required.

Please see section #11, Hospital Affiliations, for detailed information pertaining to Orange Coast Memorial Medical Center.

VALUE ADDED SERVICES

On-Site Primary Care Services – New reduced pricing and addition of included service

Women's Health Care

Depo-provera (birth control) is available at the student's expense of \$45.00 per injection (facility cost).

This must be paid in advance of receiving injection.

Minor Surgery

Basic pathology for the biopsy of skin lesions – *Now included at no additional charge.*

Specialty Care Services - Discounted

See Specialty Care Services, Section 4, for on-site specialist Value Added Services.

[mktg/RFP/CCC/CCC 6.10/Value - MPC 6.10]

VALUE ADDED SERVICES

Medical Imaging Center

7677 Center Avenue, Suite 212 Huntington Beach, CA 92647 (714) 898-2991

Imaging Studies and Supplies

Testing – 35% discount off their usual and customary fees for tests that are normally performed at Medical Imaging Center.

The student will be required to make payment to Medical Imaging Center of Huntington Beach in full at the time of service.

A referral by a Memorial Prompt Care group physician is required.

Bone Mineral Density Test

Bone Mineral Density Test - \$99.00 discounted fee

The student will be required to make payment to Medical Imaging Center of Huntington Beach in full at the time of service.

Please see section #11, Community Affiliations, for more information on services available at Medical Imaging Center of Huntington Beach.



AGREEMENT BETWEEN THE COAST COMMUNITY COLLEGE DISTRICT (GOLDEN WEST COLLEGE) AND THE

FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES (CALIFORNIA COMMUNITY COLLEGES AUXILLARY ORGANIZATION) SITE LICENSE

AMENDMENT 02

WHEREAS, the Foundation for California Community Colleges has been operating the Referee and Student Technician Training Program at Golden West College per an agreement between the parties which commenced in October 2006, and

WHEREAS, on January 21, 2010, Amendment 01 was executed to renew the option for one year for the term and performance period from September 1, 2009 through August 31, 2010, and

WHEREAS, Foundation Community Colleges wishes to renew the Agreement Golden West College, as authorized for a period of two years because the Department of Consumer Affairs, Bureau of Automotive Repair Agreement 113-3790-7, as amended per Amendment 1, expires June 30, 2012, and

THEREFORE, Golden West College, and the Foundation for California Community Colleges agree as follows:

- 1. The Agreement shall be renewed for two additional years for the term and performance period from September 1, 2010 through June 30, 2012.
- 2. All other terms of the Agreement shall remain unchanged and in full force and effect.

In consideration of all mutual promises, the Parties hereto have executed this Amendment 02 per the dates and

Foundation for the California Communi	51970
Name: Keethor Mills Title: CFD	Date
Signature Name: Christopher Joyce Title: Dix He Coro	5-20-10 Date

Golden West College	
Signature	Date
Name:	
Title:	
Coast Community College Di	istrict (Golden West Community College)
Signature	Date
Name:	
Title.	

STREAMINGMEDIA HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663 Phone: (949) 722-8600 Fax: (949) 266-9470

TERMS AND CONDITIONS OF SERVICE

This Streaming Media Hosting Service Agreement ("Agreement") is made and entered into on this seventeenth Day of April, 2010 ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and Coast Community College District ("Client"), with its principal place of business at: 1370 Adams Ave. Costa Mesa, California 92626.

This Agreement is between Streaming Media Hosting and the Client (as noted above) to provide Media Distribution and Related Services (the "Services") on Streaming Media Hosting's network.

Payment. SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or invoice due upon receipt is acceptable. No prepayments; all accounts are charged monthly. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement. SMH reserves the right to change pricing with thirty (30) days notice.

Taxes. All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate). If any applicable foreign law requires Client to withhold amounts from any payments to SMH hereunder: (a) Client shall affect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish SMH with tax receipts evidencing the payments of such amounts and (b) the sum payable by Client upon which the deduction or withholdings is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, SMH receives and retains, free from liability for such deduction or withholding.

Services. SMH will provide Client with the Services as specified in the Order Form, which is attached hereto as Exhibit A and incorporated herein by this reference.

Assumption of Risk. Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use.

Promotions. Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

LIMITATION OF LIABILITY. STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF Page 1 of 4

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MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY SMH OF THIS AGREEMENT, SMH'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

SMH REPRESENTATIONS. STREAMING MEDIA HOSTING HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE LICENSES TO DELIVER THE CONTRACTED SERVICES. FURTHER SMH REPRESENTS CLIENT SHALL BEAR NO LIABILITY UNDER CONTRACTS ENTERED INTO BY SMH WITH VARIOUS THIRD PARTIES FOR THE PROVISION OF SERVICES PURSANT TO EXECUTION OF THIS CONTRACT.

CLIENT'S REPRESENTATIONS. CLIENT HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE COPYRIGHT, TRADEMARK AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS TO POST CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT TO SMH'S NETWORK. FURTHER, CLIENT REPRESENTS AND WARRANTS THAT THE RIGHTS DELEGATED TO SMH UNDER THIS AGREEMENT, INCLUDING THE PUBLIC DISPLAY, PUBLIC PERFORMANCE, DISTRIBUTION, AND REPRODUCTION OF CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT ON THE SMH NETWORK, WILL NOT VIOLATE OR INFRINGE UPON THE COPYRIGHT, LITERARY, PRIVACY, PUBLICITY, TRADEMARK, SERVICE MARK OR ANY OTHER PERSONAL OR PROPERTY RIGHT OF ANY PERSON OR ENTITY AND THAT CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT WILL NOT CONSTITUTE A LIBEL OR DEFAMATION OF ANY THIRD PARTY. CLIENT REPRESENTS AND WARRANTS THAT IT HAS MET ANY AND ALL OBLIGATIONS TO ARTISTS, GUILDS, AUTHORS, COMPOSERS AND/OR ANYOTHER PARTICIPANTS IN THE PRODUCTION OF THE MEDIA PROPERTIES. CLIENT INDEMNIFIES AND HOLDS SMH HARMLESS FROM ANY BREACH OF THESE REPRESENTATIONS AND WARRANTIES BY CLIENT. CLIENT ASSUMES FULL RESPONSIBILITY FOR ALL INTELLECTUAL PROPERTIES POSTED TO SMH'S SERVERS ON CLIENT'S BEHALF, INCLUDING ANY TRADEMARK, COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY SUBMITTED TO SMH FOR EITHER ENCODING SERVICES AND/OR STRAIGHT POSTING TO OUR SERVERS. SMH RESERVES THE RIGHT TO REMOVE WITHOUT NOTICE ANY MATERIAL WHICH, IN ITS SOLE OPINION, MAY RESULT IN A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS OR ANY OTHER APPLICABLE FEDERAL, STATE, COMMON, OR INTERNATIONAL LAWS OR REGULATIONS.

License Grant. By using SMH's services, Client grants SMH a worldwide, non-exclusive right and license to promote, perform, and display Client's media properties as necessary for SMH to provide the underlying Services.

Press Release. The parties may agree to cooperate to prepare and release a joint press release regarding this Agreement, subject to prior, written approval of each party, which may not be unreasonably withheld or delayed.

Maintenance, Security, Backups. Client understands and agrees that SMH will make every effort to keep our network of servers running continuously. However, our servers will, from time-to-time, be disconnected due to routine maintenance windows, upgrades and other required events. SMH will make its best effort to keep all information on its servers backed-up. However, Client assumes responsibility for making a separate backup copy of any information posted to our servers. SMH is not responsible for lost materials or information. Additionally, Client is responsible for testing any changes that SMH makes to Client's media properties at Client's request to make sure that such changes are in accordance with such Client request. SMH will also make its best effort to maintain security on its network of servers. However, the nature of the World Wide Web and the Internet is not secure by default. Client assumes responsibility for the appropriate use of security.

SMH FORM - TOS 090320

Acceptable Use. Client agrees to be bound by the SMH Acceptable Use Policy, a current copy of which may be found on the SMH website at http://www.streamingmediahosting.com/aup.htm.

Cancellation. The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. In the event of early cancellation of this Agreement by Client, Client will be required to pay 100% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligations under this Agreement. This Agreement shall be governed by the law of the State of California. The only valid forum for any dispute arising under this agreement shall be Orange County, California. Prevailing party in a dispute may enter judgment in any court of competent jurisdiction. Should any provision of this Agreement be judged invalid or unenforceable, the rest of the agreement shall remain in full force and effect. This Agreement shall constitute the entire agreement between the parties regarding the Services and shall supersede any and all understandings, whether written or oral. This Agreement shall be binding upon Clients successors and assigns. Any waiver of any provision of this Agreement shall not constitute a modification to this Agreement or a permanent waiver of such provision unless it is in writing and signed by an officer of SMH. Client acknowledges that these terms and conditions are subject to change with thirty (30) days notice. Client's continued use of SMH constitutes Client's acceptance of these and any and all modified terms.

Payment Method
Card Type: Visa MasterCard
Card Number:
Expiration Date: CVV2 Number:
Billing Contact Information (Required For All Accounts)
Billing Name: Golden West College
Billing Email: ppacheco@gwc.cccd.edu
Billing Address: 15744 Goldenwest Street
Billing City: Huntington Beach
Billing State: CA Zip/Postal: 92647
Country: USA
CLIENT SIGNATURE : CM Brahmbhatt, Vice Chancellor DATE
STREAMING MEDIA HOSTING SIGNATURE DATE

PLEASE FAX ALL PAGES OF THIS FORM TO STREAMING MEDIA HOSTING AFTER INITIALING AND SIGNING WHERE INDICATED TO (949) 266-9470.



177 Riverside Ave, Suite 241, Newport Beach, CA 92663 Phone: (949) 722-8600 Fax: (949) 266-9470

EXHIBIT B: INDEMNIFICATION

Indemnification. Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) resulting from any claim, suit, action, or proceeding (each, an "Action) brought by any third party against the other alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); and (ii) any violation of or failure to comply with the Acceptable Use Policy. Each party's indemnification obligations hereunder shall be subject to: (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

The terms of this Exhibit B: Indemnification shall take precedence over the Terms and Conditions of Service executed on April 17, 2010 between Dedicated Hosting Services, Inc. d/b/a Streaming Media Hosting and Coast Community College District, and in particular, the terms of such Exhibit B shall not be governed or limited by the paragraphs entitled "Assumption of Risk" and "Limitation of Liability" in the Terms and Conditions of Service.

CLIENT SIGNATURE: CM Brahmbhatt, Vice Chancellor	DATE
STREAMING MEDIA HOSTING SIGNATURE	DATE

STATE OF CALIFORNIA STANDARD AGREEMENT STD 213 (Rev 06/03) AGREEMENT NUMBER 00112342 REGISTRATION NUMBER 1. This Agreement is entered into between the State Agency and the Contractor named below: STATE AGENCY'S NAME Commission on Peace Officer Standards and Training CONTRACTOR'S NAME Golden West College The term of this July 1, 2010 June 30, 2011 through Agreement is: The maximum amount \$260,000,00 of this Agreement is: Two Hundred Sixty Thousand Dollars 4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement. Exhibit A - Scope of Work -2- page Exhibit B - Budget Detail and Payment Provisions -1- page Exhibit B, Attachment I - Budget Overview 2010-2011 -1- page Exhibit C* - General Terms and Conditions GTC - 610 Check mark one item below as Exhibit D: Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) -1- page Exhibit - D* Special Terms and Conditions Exhibit E - Production Schedule and Due Dates -1- page Exhibit F - Digital Production Guidelines for Field Production and -5- pages Technical Operating Specifications for Video Recordings Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto. California Department of General CONTRACTOR Services Use Only CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Golden West College BY (Authorized Signature) DATE SIGNED(Do not type) Ø PRINTED NAME AND TITLE OF PERSON SIGNING CM Brahmbhatt, Vice Chancellor of Administrative Services ADDRESS 15744 Golden West Street, Huntington Beach, CA 92647 STATE OF CALIFORNIA AGENCY NAME Commission on Peace Officer Standards and Training BY (Authorized Signature) DATE SIGNED(Do not type) PRINTED NAME AND TITLE OF PERSON SIGNING Exempt per: R.W. Reed, Assistant Executive Director DDRESS

1601 Alhambra Boulevard, Sacramento, CA 95816-7083

SCOPE OF WORK

- 1. The Golden West College, hereafter referred to as Contractor, agrees to produce for the Commission on Peace Officer Standards and Training (POST) thirty-six (36) original videotaped legal update training segments, each from 5 to 10 minutes in length; provide post-production, DVD authoring and replication services for all legal update training segments used in the Case Law Today (CLT) monthly series; provide design, implementation, conversion and related technical services for converting the Case Law Today video series to an online resource offered through the POST Learning Portal; and, provide additional video segment production services on case decision and legal update subject matter to be agreed upon between Contractor and POST.
- 2. Contractor's responsibilities include, but are not limited to:
 - A) Coordinating with POST staff in all planning activities including selection of subject matter, program design, scripting, instructor selection and orientation, graphics preparation, and handout or program notes preparation;
 - B) Conducting pre-production, studio production, post-production and authoring services that may be required;
 - C) Securing releases from and providing for payment to participating instructors for use of the program material;
 - D) Providing POST with a broadcast quality master copy of the completed videotaped program and summary information to POST according to scheduled deadlines provided in advance by POST:
 - E) Conversion of the monthly Case Law Today DVD-based video series to an online resource offered through the POST Learning Portal (LP).
 - F) Contractor is responsible for all services and facilities required for production of the video segments;
 - G) Adherence to production schedule and due dates as indicated in the attached **Exhibit E**, which is hereby made a part of this agreement.
 - H) Adherence to the Digital Production Guidelines for Field Production and Technical Operating Specifications for Video Recordings as described in the attached Exhibit F, which is hereby made a part of this agreement.
- 3. POST and College <u>mutually</u> agree that POST will own any and all rights in, and flowing from the Programs, including but not limited to any and all copyrights, trademarks, and trade-names throughout the world, in perpetuity.

4. All notices hereunder must be in writing and must be personally delivered or be sent by registered or certified mail, postage prepaid. The address for all notices required to be sent to the College shall be sent to the Doug Larson at the address listed below, with a copy mailed to:

Coast Community College District, Attention: Marie Grams 1370 Adams Avenue Costa Mesa, CA 92626.

- 5. The POST Program Manager has the authority to transfer funds between categories of expenditures when there is a demonstrated need to meet program goals.
- 6. Direct inquiries concerning this program to the Program Managers indicated below:

State Agency: Commission on POST	Contractor: Golden West College
Name: Ron Crook	Name: Doug Larson
Phone: (916) 227-3913	Phone: (714) 895-8107
Fax: (916) 227-4011	Fax:

7. Direct inquiries concerning the processing of this agreement to:

State Agency: Commission on POST	Contractor: Golden West College
Section/Unit: Contracts Unit	Section/Unit: New Media Center
Attention: Anita Kepley	Attention: Doug Larson
Address: 1601 Alhambra Blvd.	Address: 15744 Golden West Street
Sacramento, CA 95816-7083	Huntington Beach, CA 92647
Phone: (916) 227-3937	Phone: (714) 895-8107
Fax: (916) 227-3895	Fax:

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in the Budget Overview, marked Exhibit B, Attachment I, which is attached hereto and incorporated herein.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Commission on POST
Accounting Section
1601 Alhambra Boulevard
Sacramento, CA 95816-7083

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B, ATTACHMENT I Golden West College (GWC) – New Media Center Budget Overview 2010-2011

Case Law Today (CLT) Production Costs

DVD Production, Replication, and Online Delivery

DVD Production	
Pre-production\$ 9,	600
GWC segment production53,	992
Video editing40,	004
DVD editing/authoring	000
DVD replication	000
Supplies and transportation	<u> 300</u>
DVD Production Total	\$173,196
Online Delivery	
Video compression for web delivery and encoding for web delivery\$30,	406
Transcription and uploading CLT to web	
Maintenance agreement and server space for compression	300
Supplies, DLT tapes, video tapes	000
On-line streaming hosting	<u>100</u>
On-line Delivery Total	\$56,106
Production Administration Monthly Cost	\$ 30,698

Total Case Law Today Production Costs......\$260,000

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of by compromise shall be decided by POST, who shall reduce its decision in writing and mail or otherwise furnish a copy thereof to Contractor. Contractor has fifteen (15) calendar days after receipt of such a decision to submit a written protest to POST specifying in detail in what particulars the agreement requirements were exceeded. Failure to submit such a protest within the period specified shall constitute a waiver of any and all right to adjustment in agreement terms and POST's decision shall be final and conclusive. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of this agreement, upon receipt of written order from POST to do so.

2. Amendments

This agreement may be amended by mutual written consent.

3. Cancellation Clause

POST reserves the right to cancel this agreement subject to 30 days written notice to Contractor. Contractor may submit a written request to cancel this agreement only if POST should substantially fail to perform its responsibilities as provided herein.

4. Contractor Evaluation (if applicable)

In accordance with provisions of the State Administrative Manual, Section 1283, Contractor's performance under this agreement will be evaluated. The evaluation will be prepared by POST within 30 days after completion of the agreement.

5. Travel

Travel expenses and per diem related to the services provided under this agreement are subject to prior approval by the POST representative, and shall not exceed the rates paid to State non-represented/excluded employees.

Rate information may be viewed at www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm

6. Subcontracting (if applicable)

Contractor is expected to perform the work contemplated with the resources available within its own organization. Subcontracting of work pertinent to this Agreement shall be upon prior written consent by POST and subject to the permissive conditions set forth in the State Contracting Manual Section 3.06.

Based on "reasonable effort" to the best of its ability, Contractor warrants, represents and agrees that it and its subcontractors, employees and representative shall at all times comply with all applicable State contracting laws, codes, rules and regulations in the performance of this Agreement.

Contractor shall notify POST immediately upon termination of any such subcontract(s).

California Commission on Peace Officer Standards and Training



FY 2010-2011 PRODUCTION SCHEDULE and DUE DATES

PFOGRAM presidentempropris (P Monest or be month)	OFFICIAL BUTTED TAPES THE ANTONO	OVIENTE GORT AND DIMO REPULCAVIITORI	Segnenii Sunnorges Tur io rom
JULY 2010	amus 4	มบุงเฮี 7 ย	JUNE 18
AUGUST 2010	Stat. V 🔊	JULY SALTA	UL7 is ;
SEPTÉMBER 2010	. <u>(U)</u> () (5)	AUGIGE	. Le :AuGi 20 €
OCTOBER 2010	영토하는 3	SERT 6+	SEPT-1776 LE
NOVEMBER 2010	(a) (c) (c) (d)	7 (6 Ci) 745	OCI 22
DECEMBER 2010	alloy (5)	MOV.8#	(C1 VC1V)
JANUARY 2011	10 <u>5</u> 0-3: 1,	DEC:6+	DEC 17
FEBRUARY 2011		JAN.768	(t) VAN 20
MARCH 2011	(FB) ()	FB8 743	FEB. 2514.
APRIL 2011	M/R.4	WARE74	MAR 25 27
MAY 2011	APRA1	APR 4+	APR 22
JUNE 2011	1MVA.	:MAY.9+	MAY27

California Commission on Peace Officer Standards and Training



Digital Production Guidelines for Field Production and Technical Operating Specifications for Video Recordings

Digital Production Guidelines for Field Production

The DVD post production process creates special challenges for both post-production and field production personnel. Several long-held analog standards have been revised to meet the strict requirements for digital video production and DVD post-production. In order to obtain the best possible video from your field production team for our POST Case Law Today programming, we offer the following list of digital production instruction and guidelines.

Video Levels (Luminance/Contrast/Gamma):

Producing a DVD requires the conversion of 90BG/hour digital video to 4GB/hour MPEG 2 DVD video assets. Reduction is accomplished by scene evaluation and signal (or data) reduction. Anything considered non-essential to the end product is suppressed or restricted to reduce the data rate. Scenes shot in very low lit areas are especially vulnerable to these effects, and are very difficult to correct in post-production. The inverse is also true: overly bright scenes, or very high contrast scenes are compressed and reduced in gamma to reduce the overall data rate.

- 1) Video levels should be maintained within a slightly tighter gamma envelop for material used in DVD production. White areas should peak no higher than 95%, true black at 0%. Detail in dark areas will be greatly suppressed with a luminance of 10% or less due to the MPEG 2 encoding process.
- 2) Background luminance must not exceed 80%. MPEG 2 encoding will clamp and restrict the gamma levels to compensate for overly bright scenes, which yield unacceptable image quality on the subject. Manipulation of the SDI video signal during the post production process can 'save' some shots like this, but the image quality is greatly reduced.
- 3) If the subject wears black, special care should be taken to keep the clothing of the subject very well lit, preferably indoors under diffuse light, or with reflectors if outside. The MPEG 2 encoding process will cut off very dark areas, leaving unacceptable quality problems in post-production.

Scene Complexity

MPEG 2 is a temporal compression codec, meaning it examines and compensates for content on the fly, over time. Scenes with varying brightness levels or varying motion are compressed in a multi-pass technique that ensures the most detail will be salvaged from the most complex scenes. The maximum detail is restricted by the maximum data rate, and the amount of "change" frame by frame, over time. It is important to remember this while composing a shot, since the more pixels moving in a scene, the more data required, and the more likely the creation of visible artifacts in the MPEG 2 encoded product.

- 1) Avoid scenes with trees, especially if the tree or trees are moving in the wind. Large numbers of leaves, each independently moving in the wind, causes huge spikes in data rates for compressed video. These spikes peak out at the maximum data rate for DVDs, and the only way to encode the scene is by data reduction in the rest of the picture. This results in loss of detail in the subjects face, hands, clothing, and just about everything else in the scene.
- 2) Avoid scenes shot in front of bodies of water (ocean or lake surfaces) unless the composition of the scene minimizes the area of water exposed. Even a slight wind can create large number of ripples on the surface of a body of water, and these are especially difficult to compress without causing the rest of the scene to suffer. If possible, a circular polarizer can be used on the camera lens to minimize the reflected sunlight off the water. Of course, camera angles should be set to avoid sunlight reflection angles of less than 30°.

Framing

- 1) Minimize duration of wide establishing shots. Very wide establishing shots should be held for the shortest possible time while preserving the content of the scene for the segment subject. For example, a location outside a motel might include an establishing shot with dialog about search and seizure rules in motels, then either cut or zoom into a closer shot for the remainder of the scene. Holding the wide focal length for excessive lengths of time should be avoided.
- 2) Subject should be centered in frame except in such cases that a background element contributes to the content of the segment. For example, framing a piece on traffic law considerations might be framed to include part of a busy road or parking lot and held for the entire segment, or panned and zoomed slightly after an introductory statement.
- 3) Lower Third areas of the frame should be kept as clear as possible, with no essential details located in areas that might be covered later with a lower third title. The first case citation used in a segment should not appear sooner than 20 seconds or so into the segment, if possible.

Technical Operating Specifications for Video Recordings

Tape Formats

POST will accept programs on BetacamSP, Digital Beta, DVCam, and other broadcast analog or digital videotape formats.

Tape Condition

- 1. All tape formats shall be bulk-erased before recording to ensure that all residual signals are 70 dB below the recorded level.
- 2. The tape shall not contain any physical splices.
- 3. The tape shall not contain any scratches that cause visible picture degradation.
- 4. The tape shall not exhibit any binder breakdown (shedding).
- 5. The tape shall not exhibit any cinches or windows.
- 6. The tape shall not exhibit any edge damage or ripple.
- 7. To prevent a stepped pack, the tape shall be rewound in one continuous pass, from the end of the tape (not the end of the program) to the beginning.

Tape Lengths and Cassette Sizes

- 8. Maximum length is 120 minutes.
- 9. There are no restrictions on cassette sizes.

Video Levels

- 10. Composite video level shall be 1.0 volt peak-to-peak, sync tip level to reference white (140 IRE units).
- 11. The video/synchronizing ratio shall be 0.714 volts blanking to reference white video (100 IRE units) to 0.286 volt sync level to blanking (-40 IRE units).
- 12. Reference black level shall be 7.5 IRE units.
- 13. Reference color bars shall be a true indication of video, setup, chroma and phase.
- 14. Peak chrominance shall not exceed 120 IRE units.

Aspect Ratios

- 1. Material originally produced in aspect ratios other than 4:3 (such as HDTV) may be delivered in letterbox format with prior notification to POST.
- 2. Except for special effects purposes, the letterbox color shall be black and the pedestal set at 7.5 IRE.
- 3. Horizontal and vertical letterbox cannot be used simultaneously.

Video Performance

- 15. Signal-to-noise shall not be less than 44 dB for analog and 54 dB for digital.
- 16. Differential phase shall not exceed four degrees for analog and one degree for digital.
- 17. Differential gain shall not exceed four percent for analog and two percent for digital.
- 18. Moiré and microphonics shall not be visible in the picture.
- 19. Lag is unacceptable (except for special effect purposes).
- 20. The use of image manipulation devices, i.e., video switcher, digital video effects, time-compression or expansion image enhancement, time-based correction, etc., may introduce objectionable video or pulse artifacts. Every precaution shall be taken to ensure that these or other artifacts are not evident.

Character Generator/Graphics

- 1. The peak luminance level of the video insert signal will not exceed 90 IRE units.
- 2. The peak-to-peak chrominance amplitude of the video insert signal shall not exceed 50 IRE units.
- 3. The peak luminance plus chrominance level of the video insert signal shall not exceed 110 IRE units.
- 4. The edging level (if used) will not be below black level (7.5 IRE units), nor higher than the video insert signal specifications.

Equipment Specifications

- 5. All editing must be performed Betacam SP, Digital Beta, DVCam (or other broadcast analog or digital videotape format) on linear or non-linear on-line systems. Editing on small format cassettes, i.e., VHS, SVHS and Hi 8, is not acceptable.
- 6. Non-linear on-line systems must meet the audio and video specifications stated above. The technical merit of programs edited on non-linear systems may determine POST=s acceptance of the program.
- 7. Three-chip CCD cameras are preferred. However, the use of other cameras which meet the following specifications may also be acceptable: 1) Horizontal resolution shall not be less than 400 lines; 2) Lag is unacceptable (except for special effects purposes).
- 8. The use of analog, helical scan small formats (i.e., VHS, SVHS and Hi 8) for capture of original material is acceptable as long as they meet the audio and video specifications stated above. However, in view of the obvious weakness of these systems, reservations remain about fully integrating these formats into a professional environment.
- 9. First generation small format cassette tape recordings containing original program material must be played back through a time-base corrector and properly adjusted noise reducer and recorded on an acceptable POST format. The time base corrector must be equipped with velocity and dropout compensators. Second-generation recording on small format tapes are not acceptable.

Audio Specifications

- 10. The operating level shall be 100 nanometers per meter at 1kHz which produces a playback level of 0 VU.
- 11. The reference frequency shall be 400Hz for monaural.
- 12. The amplitude/frequency response shall be ∀2.0dB from 50Hz to 15kHz for analog submissions and ∀1.0dB from 20Hz to 20kHz for digital submissions.
- 13. The signal-to-noise with respect to operating level shall be at least -95dB for digital submissions.
- 14. Distortion shall be no greater that 1% for analog submissions and 0.1% for digital submissions at operating level.
- 15. Video cross-talk into program audio shall be inaudible.
- 16. Cross-talk between any two channels shall be better than 90dB for digital submissions.

Audio Track Assignment for Cassette Submissions

Monaural Audio

Track 1: Primary program audio.

Track 2: Music and effects, or silence.

Track 3: silence.

Track 4: silence.

Multi-Channel Audio

Track 1: Left channel audio.

Track 2: Right channel audio.

Track 3: silence. Track 4: silence.

Timecode Specifications

- 17. Time-code will be present and shall be SMPTE 525/60 compensated time and control-code (drop-frame).
- 18. Time-code shall begin with the start of the test signal and be continuous until: 60 after the end of program material and shall not pass through the 00:00 time frame.
- 19. Identical time-code shall be on the address track on digital submissions.
- 20. Time-code shall be first-generation on the master videotape.
- 21. Disturbances in the time-code, video, audio or control track of a master or backup, from beginning of test to 60 seconds after the end of the program are not acceptable.
- 22. Recording levels for time-code on all tapes, as measured on a VU meter, shall be 0 VU.

Packaging and Tape Elements

- 23. Twenty-seconds (:20) of black, followed by Sixty-seconds (:60) of NTSC color bars, with 400 Hz tone (for mono programs), at an operating level of 0 VU.
- 24. A :20 visual slate, containing the following information:

Series name

Episode name

Production center

Audio track assignments for all audio tracks.

Special indicators, if applicable, such as reel 1 of 2.

- 25. Ten-seconds (:10) of black leader.
- 26. Program (with: 05 pad on front and back, i.e. Adirty heads and dirty tails,@ no audio on pad).
- 27. Sixty-seconds (:60) of black trailer at end of program.

Tape Labeling

The tape container labels shall indicate the following:

Series name

Episode name

Production center

Audio track assignments for all audio tracks.

Special indicators, if applicable, such as reel 1 of 2.

Master or Backup.

Program length (Hrs. Min. Sec.).

Copies

- 28. Producer shall retain edited master and submit only the backup copy.
- 29. Master and backup shall be identical (including format and timecode).
- 30. Backup copy submitted shall be the lowest generation possible.

LETTER OF AGREEMENT FOR DIAGNOSTIC IMAGING SERVICES

This LETTER OF AGREEMENT FOR DIAGNOSTIC IMAGING SERVICES (the "Agreement") is effective July 1, 2010 (the "Effective Date"), between Orange Coast College ("OCC") and Newport Center Radiology Associates Medical Group, Inc. ("NCRA"), DBA Newport Imaging Center, LLC, ("NIC") with reference to the following:

RECITALS

- 1. OCC is a local community college located in Costa Mesa California seeking to obtain a discount on Diagnostic Imaging Services for its students without health insurance:
- 2. NCRA is a California professional corporation that provides diagnostic imaging services through NIC and contracts with physicians to provide professional services who are each licensed to practice medicine pursuant to the laws of the State of California:
- 3. NIC operates two outpatient imaging centers located at 360 San Miguel Drive, Suite 106, Newport Beach, CA 92660 and 455 Old Newport Blvd., Suite 101, Newport Beach, CA 92663.
- 4. OCC has requested that NIC provide the global diagnostic imaging services identified in Exhibit A to its uninsured students under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties agree as follows:

ARTICLE I SERVICES TO BE PERFORMED

Section 1.1 Provision of Diagnostic Imaging Services. NIC shall perform the diagnostic imaging services identified in Exhibit A. Any request for services must be in written form from a licensed physician (except screening mammography which can be self referred).

Section 1.2 NIC Services. NIC shall be solely responsible for determining the method, details and means of providing the Diagnostic Imaging Services.

ARTICLE II COMPENSATION

Section 2.1 <u>Compensation</u>. In consideration for the provision of the Diagnostic Imaging Services by NIC, each referred student shall pay NIC, at the time of service, the amount(s) set forth in <u>Exhibit A</u> attached hereto and incorporated herein.

Section 2.2 No Insurance Billing. NIC shall not seek compensation from any insurance carrier for the designated Diagnostic Imaging Services. Each student will be responsible for, and required to pay the applicable amount, at the time of service.

ARTICLE III OTHER OBLIGATIONS

- **Section 3.1** Compliance. In the performance of their respective obligations hereunder, each of the parties agrees to comply with all applicable laws and regulations.
- Section 3.2 General and Professional Liability Insurance. NIC shall maintain, at NIC's sole cost and expense, throughout the term of this Agreement, a policy of general and professional liability insurance with an insurance company authorized to do business in the State of California or through a self insurance program, in a minimum amount of One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) in the annual aggregate, covering the acts and omissions of NIC

ARTICLE IV TERM OF THIS AGREEMENT

Section 4.1 <u>Term.</u> This Agreement is effective as of July 1, 2010, and shall remain in effect for a period one (1) year, and thereafter shall automatically renew for successive one year periods, unless either party gives written notice of its intent not to renew at least thirty (30) says prior to the end of the thencurrent one year term. In addition, either party may terminate this Agreement, with or without cause at anytime, upon thirty (30) days prior written notice.

ARTICLE V GENERAL PROVISIONS

- Section 5.1 Entire Agreement of the Parties. This Agreement supersedes any and all agreements, either written or verbal, between the parties, with respect to the subject matter contained herein.
- **Section 5.2** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.
- **Section 5.3** <u>Independent Contractor</u>. NIC is an independent contractor when performing services as listed in this agreement and neither NIC nor any of its contracted physicians shall be deemed or construed to be, for any reason, an agent or employee of OCC.
- **Section 5.4** Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and, together, shall constitute one and the same agreement.
- **Section 5.5** <u>Modification of Agreement.</u> This Agreement shall only be modified pursuant to the mutual written agreement of the parties.
- Section 5.6 Notices. Any notices required or permitted to be given hereunder by either party to the other party may only be given by personal delivery with a signed receipt acknowledgment or by registered or certified mail, postage prepaid, with return receipt requested. Notices shall be addressed to the parties at the addresses appearing beneath their respective signatures, but each party may change such party's address by written notice given in accordance with this Section 5.6. Mailed notices will be deemed communicated as of the earlier of the date that the notice is received by the party or three (3) business days after the date of mailing.

Effective Date. **Coast Community College District** Newport Center Radiology Associates Medical Group, Inc., DBA Newport Imaging Center, LLC By: President, Board of Trustees Michael Roossin, M.D., President Coast Community College District Address: 1370 Adams Avenue Address: 471 N. Old Newport Blvd. Costa Mesa, CA 92626 Suite 302 Newport Beach, CA 92663 Phone: 714-432-5808 Phone: 949-645-3534 Fax: 714-432-5174 949-645-3693

Date:

Date:

IN WITNESS WHEREOF, the authorized officers of the parties executed this Agreement as of the

Exhibit A

<u>CPT</u>	<u>Description</u>	Amount (in \$)
70110	XR – Mandible	69
70140	XR – Facial Bones	51
70140	XR – Nasal Bones	51
70150	XR – Facial Bones w/ Orbits	74
70210	XR – Sinuses Limited	53
70220	XR – Sinuses Complete	68
70250	XR – Skull Limited	63
70260	XR – Skull Complete	82
70360	XR – Neck Soft Tissue	82
71010	XR – Chest One View	42
71020	XR – Chest Two Views	55
71080	XR – Chest Four Views	81
71100	XR – Ribs Unilateral	57
71110	XR – Ribs Bilateral	70
71120	XR – Sternum	57
72040	XR - Cervical Spine Limited	66
72050	XR – Cervical Spine Complete	. 91
72052	XR – Cervical Spine Flex & Ext	115
72070	XR – Thoracic Spine	58
72080	XR – Thoracolumbar Spine	62
72090	XR – Scoliosis Study	84
72100	XR – L/S Spine Limited	69
72110	XR – L/S Spine Complete	95
72114	XR – L/S Spine Flex & Ext	126
72170	XR – AP Pelvis	46
72190	XR – AP & Lat Pelvis	71
72202	XR – Sacroiliac Joints	61
72220	XR – Sacrum & Coccyx	51
73000	XR – Clavicle	49
73010	XR – Scapula	51
73030	XR – Shoulder	52
73050	XR – Acromioclavicular Joints	65
73060	XR – Humerus	51
73070	XR – Elbow Limited	48
73080	XR – Elbow Complete	61
73090	XR – Forearm	48
73100	XR – Wrist Limited	52

<u>CPT</u>	Description	Amount (in \$)	
73120	XR – Hand Limited	47	
73130	XR – Hand Complete	55	
73500	XR – Hip Limited	45	
73510	XR – Hip Complete	65	•
73550	XR – Femur	49	
73560	XR – Knee Limited	51	
73564	XR – Knee Complete	88	
73590	XR – Tibia Fibula	64	
73610	XR – Ankle Complete	55	
73620	XR – Foot Limited	47	
73630	XR – Foot Complete	55	
73650	XR – OS Calcis Heel	47	
73660	XR - Toe(s)	49	
74000	XR – Abdomen One View	45	
74010	XR – Abdomen Two Views	66	
74020	XR – Abdomen Three Views	70	
G0202	XR - Digital Screening Mammography	175	
G0204	XR – Digital Mammography - Bilateral	190	
G0206	XR – Digital Mammography - Unilateral	150	

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INTERNATIONAL STUDENT DUAL ENROLLMENT PROGRAM FORMATION AGREEMENT

Between
COAST COMMUNITY COLLEGE DISTRICT
And
U.S. COLLEGE COMPASS, INC.

This INTERNATIONAL STUDENT DUAL ENROLLMENT PROGRAM FORMATION AGREEMENT ("Agreement") is entered into by the COAST COMMUNITY COLLEGE DISTRICT, a California public education agency, hereinafter referred to as "District," and the U.S. COLLEGE COMPASS, INC., a California Corporation, hereinafter referred to as "College Compass." District and College Compass may be referred to herein as individually as "Party," and collectively as "Parties."

WHEREAS the District, through its colleges, currently offers a broad spectrum of instructional programs and courses to domestic and international students seeking educational opportunities for personal and professional growth; and

WHEREAS the District desires to assist international students with enrollment assessment, enrollment, admission, counseling, educational planning, and in the graduation of these students from each of the District's colleges and from four-year colleges and universities; and

WHEREAS the District desires to significantly expand the number of international students admitted to each of its colleges by creation of an International Student Dual Enrollment Program ("Program"); and

WHEREAS College Compass has expressed its intent to provide the District with a financial contribution to be applied toward the formation of an International Student Dual Enrollment Program; and

WHEREAS College Compass has offered to provide recruitment, marketing, pre-assessment, and student immigration support services for interested and qualified international students;

THEREFORE, the District and College Compass hereby agree to assume the following obligations under this Agreement:

I. <u>District Obligations</u>

- 1. The District shall take reasonable actions toward developing the framework of the International Student Dual Enrollment Program.
- 2. The District shall commence the development of guaranteed student transfer articulation agreements with accredited four-year colleges and universities throughout the United States, which shall provide for guaranteed dual admission of international students meeting defined criteria and certain academic standards.

- 3. The District shall prepare standardized processes for the assessment and enrollment of potential international students for use by District and College Compass in the recruitment of international students for District.
- 4. The District shall provide educational planning and counseling services for enrolled international students under International Student Dual Enrollment Program to ensure the students are given clear guidance concerning course selection and requirements for transfer to identified four-year colleges and universities.
- 5. The District shall offer instructional programs and courses to Program international students that are required for transfer to selected four-year colleges and universities.
- The District shall establish acceptance standards and practices providing for credit acceptance from and/or to foreign colleges and universities for Program international students.
- 7. To the extent under the District's control, the District shall establish guaranteed Program international students' admission into select four-year colleges and universities, upon the students' satisfactory completion of all transfer requirements, as established under articulation agreements with these institutions.
- 8. The District shall take reasonable efforts at securing all necessary approvals of Program articulation agreements with four-year colleges and universities with the applicable accrediting agency(s).
- 9. The District shall provide reasonable administrative support services, including facilities, technology, and academic program support, as required to support the success of the Program.
- 10. The District shall contribute "in-kind" services, including, but not limited to, personnel and material costs, equaling College Compass' contribution, towards the development of the International Student Dual Enrollment Program over the next twelve months.
- 11. The District shall work with College Compass in the marketing and promotion of the Program, including in the creation of a specific Website promoting the program.
- 12. The District grants College Compass the right to provide Program support services, including prospective student recruitment, initial/preliminary assessment, and student housing assistance services under this Agreement.

II. <u>College Compass Obligations</u>

- 1. College Compass shall develop standardized processes for the identification, and evaluation of potential international students upon their completion of high school and/or college in their home country.
- 2. College Compass shall establish standardized practices for the providing of information to prospective international students, including the offering of advice, knowledge, qualifications assessments, and offering of enrollment into the District and the Program,

The District shall approve all such practices in writing prior to any practice being implemented.

- 3. College Compass may provide prospective Program international students with information that may assist the student in understanding student-related immigration rules, subject to review and approval of such services by the District.
- 4. College Compass shall both independently, and in conjunction with the District, develop marketing materials in print and alternate media forms, for use in promoting the Program to potential Program international students. The District shall approve all promotional and/or marketing materials prior to any materials being published or used.
- 5. College Compass shall develop and implement housing, acculturation, and language orientation programs in support of the Program. Such programs shall be subject to District's approval prior to the implementation of each program.
- 6. College Compass shall work with the District in creating a website dedicated to the International Student Dual Enrollment Program.
- 7. College Compass shall give the District the sum of Two Hundred Thousand Dollars, in two total payments due and payable as follows: The first payment, in the sum of one hundred thousand dollars, shall be payable to District on or before September 1, 2010. The second payment, in the sum of one hundred thousand dollars, shall be due and payable to District on or before March 1, 2011. College Compass acknowledges that Program development and Program operations may require additional funding. College Compass agrees to communicate timely and in good faith with the District should the District request additional funding during the term of this Agreement. The District reserves the right to freeze or terminate further services should any payment not be received by the dates set forth in this section, or if ongoing funding is insufficient to sustain the Program during the term of this Agreement.
- 8. College Compass may provide other additional services for prospective Program international students, subject to the advance review and written approval of District.

III. Compliance with Applicable Law and Accreditation Standards

- 1. The Program, and all activities related thereto, shall comply with all applicable federal and state laws, statutes, ordinances, regulations, rules, including the District's governing Board's Policies and Procedures.
- 2. The Program, and all activities related thereto, shall comply with all applicable accreditation standards necessary for the District to maintain its accreditation, and as necessary for the District to secure accreditations as required under articulation and transfer agreements with participating four-year colleges and universities.
- 3. Each Party hereto agrees to promptly take all actions necessary to maintain the District's existing accreditation as it relates to the Program, and to take all reasonable actions necessary to meet the accreditation standards and compliance with applicable federal and

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state law, statutes, ordinances, rules, regulations, including the District's governing Board's Policies and Procedures.

C.

IV. Term and Termination

- 1. This Agreement shall take effect on August 1, 2010, or upon the latest dated signature of the Parties, whichever shall last occur. This Agreement shall terminate on July 31, 2013. The Parties agree this Agreement may only be extended or amended in writing, and only upon approval of the Parties respective governing boards.
- 2. District may, at any time, with or without reason, terminate this Agreement. Written notice by District shall be sufficient to stop further performance of services by College Compass. Notice shall be deemed given when received by College Compass or no later than three days after the date of mailing, whichever first occurs.
- 3. Upon termination of this Agreement for any reason, subject to the respective rights and remedies of the Parties under this Agreement and pursuant to applicable law, the District shall have no continuing obligation to provide services as set forth in this Agreement.

V. Indemnity

- 1. College Compass agrees, to the fullest extent permitted by the law, to indemnify and hold harmless the District, its trustees, agents, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by College Compass' performance of services under this Agreement, or any acts in connection with or related to the Program, or any actions of College Compass or anyone for whom College Compass is legally liable.
- 2. The coverage of indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by the District with regard thereto. Said indemnity is intended to apply to those obligations performed by College Compass during the period of this Agreement, and shall survive the expiration or termination of this Agreement.
- 3. The obligation to defend shall arise regardless of any claim or assertion that the District caused or contributed to the losses. College Compass' reasonable defense costs (including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District except to the extent such defense costs arise, under principles of comparative fault, from the District's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.
- 4. Nothing in this Agreement shall constitute a waiver or limitation of any rights which the District may have under applicable law, including without limitation, the right to implied indemnity.
- 5. The District's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve College Compass from responsibility for damages or other losses incurred or to be incurred by the District as a result of College Compass' breach of its obligations under this Agreement.

VI. Insurance

- 1. College Compass shall, at its sole cost and expense, purchase and maintain during the term of this Agreement, commercial general liability insurance with companies duly licensed and admitted by the State of California with a rating by Best's Insurance Rating Service of not less than AVII. Such policies of insurance shall protect College Compass and the District from claims which may arise out of or resulting from College Compass' performance of obligations under this Agreement related to the Program, whether by College Compass, or by any subcontractor, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. The aforementioned insurance shall include coverage for:
 - (a) Commercial General Liability Insurance (Occurrence Form) with limits of not less than One Million Dollars for each occurrence; Two Million Dollars aggregate and Two Million Dollars products/completed operations aggregate; and Two Hundred Fifty Thousand Dollars as to property damage including, but not limited to, personal injury liability, broad form property damage liability, blanket contractual liability and completed operations coverage, covering the activities of College Compass under this Agreement. This policy shall be endorsed to name the District and the District's Board of Trustees, agents, and employees as additional insureds.
 - (b) Workers' Compensation Insurance with an insurance company duly licensed and admitted by the State of California in the amounts required by California law covering all personnel employed on the premises during the term of this Agreement whether said personnel are employed or contracted by College Compass.
 - (c) Business Auto Liability Insurance covering the ownership, maintenance, or use of all owned, non-owned, and hired vehicles used in connection with the performance of obligations under this Agreement with an insurance company duly licensed and admitted by the State of California. Said insurance shall have limits of not less than One Million Dollars combined single limit, bodily injury, and property damage liability per occurrence with no annual aggregate limits.
 - (d) Each policy of insurance required above shall name District and its trustees, officers, agents, and employees as additional insureds; shall state that, with respect to the operations of College Compass hereunder, such policy is primary and any insurance carried by the District is excess and non-contributing with such primary insurance, shall state that not less than thirty days' written notice shall be given to the District prior to cancellation, and shall waive all rights of subrogation against the District and its trustees, officers, agents, and employees. Commercial General Liability and Business Automobile Liability policies shall contain a cross-liability or severability-of-interest clause.
 - (e) College Compass is responsible for payment of all premiums, deductibles, self-insured retentions, and adjustment for losses on policies pursuant to this Agreement.

VII. Independent Contractor

- 1. College Compass, in the performance of this Agreement, shall be and act as an independent contractor. College Compass understands and agrees that it and all its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.
- 2. College Compass assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this Agreement. College Compass shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to College Compass and its employees.
- 3. College Compass agrees and understands that by performing services under this Agreement, College Compass and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and College Compass.
- 4. College Compass has no authority to bind the District.

VIII. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

- 1. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating arbitration or any other legal action and as a condition precedent to being entitled to file a legal action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to both Parties.
- 2. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, any dispute arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.
- 3. This Agreement shall be interpreted and governed by the laws of the State of California.

IX. Miscellaneous Terms and Conditions

1. College Compass, by this Agreement, accepts the relationship of trust and confidence established between College Compass and the District. College Compass covenants with the District to exercise due care, professional skill, reasonable judgment, and best efforts in performing its obligations under this Agreement. College Compass shall take all special precautions necessary to protect its employees, the District's employees, and prospective international students from risk of harm arising out its obligations under this Agreement.

- 2. College Compass shall hold and maintain during the performance of this Agreement all applicable licenses, permits, and/or certificates necessary for performance of services under this Agreement.
- 3. College Compass shall not disclose, nor use except in the performance of this Agreement, any student records, or confidential, proprietary and/or trade secret information of the District, and shall comply with all state and federal laws of confidentiality including FERPA, HIPPA, and CIMA.
- 4. College Compass agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District, and/or used in connection with this Agreement, shall be owned exclusively by the District, in perpetuity and worldwide, including all rights to and flowing from the work, including any work product, performed under this Agreement. College Compass hereby assigns to the District any and all rights College Compass could have, may have, or does have in the work and/or the work product performed under this Agreement. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the District. College Compass consents to the use of its name in conjunction with the sale, use, performance, and distribution of materials under this Agreement, for any purpose and in any medium.
- 5. Neither this Agreement, nor any interest therein may be assigned by College Compass without the prior written consent of the District, which consent may be withheld by the District in its sole and absolute discretion. Any attempt by College Compass to assign this Agreement shall be void and a material breach of this Agreement and the District may immediately terminate this Agreement.
- 6. District and College Compass, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.
- 7. This Agreement represents the entire and integrated agreement between the District and College Compass regarding the Program and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 8. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or College Compass.
- 9. Time is of the essence for this Agreement. College Compass and the District acknowledge that all time limits stated in this Agreement and in the Program timeline are of the utmost importance to District. A Program timeline is attached hereto as Attachment "1."
- 10. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating

directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.

- 11. College Compass's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, or employees. No trustee, officer, agent, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, agent, or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agent, and employees.
- 12. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining, delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or College Compass to establish that the non-performance is not due to the fault or neglect of the party not performing.
- 13. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- 14. College Compass agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of international students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.
- 15. The failure of the District or College Compass to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this Agreement shall not be deemed a waiver by that party of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.
- 16. In the event of any dispute, arbitration or litigation between the Parties hereto arising out of or relating in any manner to this Parties, including the necessity of either party to defend any action which has been covered hereby or to prosecute any action to enforce this Agreement, the losing party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing party and any judgment, decision, or award rendered against either of the Parties may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing party.

X. Notices

Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District:	
	Coast Community College District Chancellor 1370 Adams Avenue Costa Mesa, CA 92626
To College Compass:	
-	
- -	
wherefore, the Parties have agreed to the consent thereto below. COAST COMMUNITY COLLEGE DISTRI	foregoing obligations as set forth by their written ICT U.S. COLLEGE COMPASS, INC.
Jerry Patterson	Felicia Jao
President, Board of Trustees	Executive Vice-President
Dated:	Dated:
	Frank Jao President/CEO
	Dated:

ATTACHMENT "1"

PROGRAM FORMATION TIMELINE

- I. July 2010: District and College Compass to draft, review, and enter into International Student Dual Enrollment Program Formation Agreement.
- II. August 1, 2010: District and College Compass to begin Program formation activities as set forth in Agreement.
- III. August 1, 2010 March 2011: District to draft, review, revise, and approve Standard Dual Admission Transfer/Articulation Agreements.
- IV. October 2010 February/March 2011: District and College Compass to develop and implement marketing program
- V. December 2010 March 2011: District and College Compass prepare final marketing, logistics, and administrative support processes deemed necessary for Program operation commencing August 1, 2011.
- VI. July 2011 August 2011: Initial International Student Dual Enrollment Program admissions with target goal of between 100 and 200 international students.
- VII. August 2011 August 2013: District and College Compass to focus on improved Program practices and increased Program enrollment of International Students.

GOLDENWAST/GOLUEGE-VARWIREWICK 625-0002202

Auxillary Account Signers

Kimberly Allen - Administrative Director, Fiscal Affairs

Janet Houlihan - Vice President, Administrative Services

J. Wesley Bryan - President

Louise Comer - Director, Fiscal Services

*****7459	Associated Students-General	\checkmark
*****5993	Associated Students-Club	4
*****6000	Associated Students-Trust	\checkmark
******0997	Associated Students-Student Loans	\checkmark
*****7297	Bookstore-General	\checkmark
******6019	Bookstore-Trust	\checkmark
*****7300	Bookstore-Credit Card	\checkmark
*****7319	Co-Curricular	\checkmark
*****7432	Cash Clearing-Reg Credit Card	\checkmark
*****7424	Parking Fund	\checkmark
*****3702	Petty Cash	\checkmark
******1913	Emergency Loan Program	\checkmark
******0405	Fiscal Services Credit Card Clearing	\checkmark

TWO SIGNATURES REQUIRED OVER \$500.00

GOUDEN WEST COLUEGE FOUNDATION : EE-COTETO2

Foundation Account Signers

* Margie Bunten - Director, Public Relations

Janet Houlihan - Vice President, Administrative Services

Judy Elmore - BOD Chairman

Robert Polentz - BOD Treasurer

- Steve Olmsted BOD President
- * J. Wesley Bryan President

Louise Comer - Director, Fiscal Services

******7351	Foundation-General Operating	\checkmark
******2005	Foundation-Expendable Restricted Fund	\checkmark
******2056	Foundation-Scholarship Fund	\checkmark
******2013	Foundation-Endowment Fund	\checkmark
******2021	Foundation-Endowed Scholarship Distribution Fund	\checkmark

TWO SIGNATURES REQUIRED OVER \$500.00

CCCD ENTERPRISES, INC. 33-0760241

GWC Enterprise Account Signers

- * Kimberly Allen Administrative Director, Fiscal Affairs
- * Janet Houlihan Vice President, Administrative Services
 - J. Wesley Bryan President

Louise Comer - Director, Fiscal Services

******3575

CCCD Enterprise inc - Golden West Swap Meet

₩ √

TWO SIGNATURES REQUIRED OVER \$500.00

OCC Enterprise Account Signers

Dennis Harkins - President

* Richard Pagel - Vice President, Administrative Services

Helen Rothgeb - Director, Fiscal Services

Daniela Thompson - Director, Campus Budget

******8107

CCCD Enterprises Inc - Orange Coast College

- J

TWO SIGNATURES REQUIRED OVER \$500.00

COAST DISTRICT MANAGEMENT ASSOCIATION 95-6002272

CDMA Signers

Martha Parham - District Director, Public Affairs

Vince Rodriquez - Dean, Distance Learning

Kimberly Allen - Administrative Director, Fiscal Affairs

*****1884

Coast District Management Association

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TWO SIGNATURES REQUIRED OVER \$500.00

COAST COMMUNITY COLLEGE DISTRICT FOUNDATION 95-6095802

CCCD Foundation Signers

Ding-Jo Currie - BOD Secretary

Kimberly Allen - Administrative Director, Fiscal Affairs

Martha Parham - Executive Director

******7416

CCCD Foundation

J

TWO SIGNATURES REQUIRED OVER \$500.00

COAST COMMUNITY COLLEGE DISTRICT 95-6002272

	District Signers		
Ding-Jo Currie - Chancellor			
	Kimberly Allen - Administrativ		
	Cheryl Blocker - District Accou	unting Manager	
		perp of that Parker de	V
	*****3767	CCCD Student Refunds	1
	******3775	CCCD Credit Card Registration	, √
	******6635	CCCD Federal Perkins Loan Program	1
	******1100	CCCD Federal Letter of Credit Account	1
	******7504	CCCD Federal Financial Aid Special Account	1
	******1340	CCCD State of California Grant Program	1
	*****3600	CCCD Financial Aid Disbursement Account	•
	Dietriet Cianors		
	<u>District Signers</u> Ding-Jo Currie - Chancellor		
	Kimberly Allen - Administration	ve Director, Fiscal Affairs	
	Cheryl Blocker - District Acco		
	-	rative Director, Human Resources	
		sh - Vice Chancellor, Human Resources	
	Deporal D. Illian Vice and	(Const.), (Const.)	
	*****7157	CCCD Revolving Cash Fund	√
		NOT TO EXCEED \$7,500.00	
	<u>District Signers</u>		
	Ding-Jo Currie - Chancellor		
	Kimberly Allen - Administrati	ive Director, Fiscal Affairs	
	Deborah D. Hirsh - Vice Char	ncellor, Human Resources	
		CCCD Cook Classing	V
	******7173	CCCD Cash Clearing	•
		TWO SIGNATURES REQUIRED OVER \$5,000.00	
	District Signers		
	Ding-Jo Currie - Chancellor		
	-	rative Director, Human Resources	
		hief Executive Officer, Delta Health Systems	
	Deborah D. Hirsh - Vice Cha		
	******0650	CCCD Medical Claims	1
	1	TWO SIGNATURES REQUIRED OVER \$25,000.00	

ORANGE COAST COLLEGE - AUXILIARY FUNDS 90-6002272

OCC SIRILEIS	occ	Signers
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Dennis Harkins - President

Richard Pagel - Vice President, Administrative Services

Helen Rothgeb - Director, Fiscal Services

Daniela Thompson - Director, Campus Budget

******6987	OCC - Associated Students	V
******6995	OCC - Cafeteria	√
******7002	OCC - CoCurricular Fund	√
******7029	OCC - Cash Clearing	√
******7037	OCC - School of Sailing	√
******7045	OCC - Credit Card Registration	√
******7053	OCC - ASOCC Credit Card	√
******3703	OCC - Ancillary Fund	√
*****5037	OCC - Starbucks/Pavilion	√
******7984	CCCD Petty Cash	√

TWO SIGNATURES REQUIRED OVER \$500.00

*****4214	Money Market @ Westcliff Branch
*****4230	Money Market @ Westcliff Branch

ORANGE COAST COLLEGE FOUNDATION 33-0071349

Foundation Signers

Dennis Harkins - President

Richard Pagel - Vice President, Administrative Services

Douglas C Bennett - Executive Director

Rush Hill - BOD Treasurer

* A. Patrick Munoz - BOD Chairman

Jeffrey Hyder - BOD Vice Chairman

* Janet Terrell, BOD Secretary

*****4516

Orange Coast College Foundation

TWO SIGNATURES REQUIRED OVER \$500.00

CCC Signers Ding Jo Currie - Chancellor Kevin McElroy - Vice President, Administrative Services Cheryl Babler - Vice President, Instruction Loretta Adrian, President Christine Nguyen - Dir. Fiscal Services *****7270 Student Advisory Co-Curricular *****5195 **Coast Learning Systems** TWO SIGNATURES REQUIRED OVER \$600.00 ******1118 **Contract Education** TWO SIGNATURES REQUIRED OVER \$500.00 **CCC Signers** Ding Jo Currie - Chancellor Kevin McElroy - Vice President, Administrative Services Christine Nguyen - Dir. Fiscal Services ******7203 Coastline Cash Clearing TWO SIGNATURES REQUIRED OVER \$5,000.00 *****7181 Bookstore ******2545 **Extended Opportunities Program** TWO SIGNATURES REQUIRED OVER \$500.00

Foundation Signers

*****2006

*****1193

*****1932

******0693

Ding Jo Currie - Chancellor

- * Kevin McElroy Vice President, Administrative Services
 - Cheryl Babler Vice President, Instruction
- * Loretta Adrian, President

Christine Nguyen - Dir. Fiscal Services

******7335 Coastline Community College Foundation

TCD

TCD

Money Market

ZBA linked to *****1118



801 South Grand Avenue, Suite 400 . Los Angeles, CA 90017-4646 . Ph. (213) 629-9094 . Fax (213) 996-4242 . www.vasquezcpa.com

March 25, 2010

The Board of Trustees

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

RE: Request for Proposals for Auditing Services

Vasquez & Company LLP and (Firm) is pleased to respond to the Coast Community College District request for proposal to provide independent financial audit services for the Coast Community College District and the Foundations that supports the Colleges and the District (collectively the "District") for the fiscal year ending June 30, 2011 and the two subsequent fiscal years. Our breadth of experience in serving large governmental entities and our hands-on commitment to superior service, integrity and knowledge make us uniquely qualified to provide the services requested by the District.

Firms' Understanding

Our Firms understand both the size and complexity of the District and the scope of services requested. Our audit approach is tailored to meet all technical requirements while maintaining professional skepticism without forgetting that we provide a service. We are able to achieve this by partner involvement in all phases of the audit and assigning experienced governmental audit staff to the engagement. Partner involvement will result in decisions being made on a timely basis and experienced staff will minimize disruption to your staff.

The scope of our services for the fiscal year ending June 30, 2011 with the option of auditing the financial statements of the District for each of the two (2) subsequent years would be as follows:

- Perform a comprehensive financial and compliance audit of the District's basic financial statements, which will include all funds and accounts under the control or jurisdiction of the District in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States.
- Assist in the preparation of the basic financial statements and notes to the basic financial statements and test the District's ongoing compliance with GASB 34/35.
- We will perform audit procedures with respect to the District's student Financial Aid Programs and other major federal programs in accordance with the provisions of OMB Circular A-133 Audits of States, Local Governments, and Non-Profit Organizations. OMB Circular A-133 includes specific audit requirements, mainly in the areas of internal control and compliance with laws, regulations, contracts and grant agreements that exceed those required by Government Auditing Standards. As required by OMB Circular A-133, we will prepare a written report which provides our opinion on the schedule of expenditures of federal awards. In addition, we will prepare a written report (A-133 report) which 1) provides our opinion on compliance with laws, regulations, contracts, and grant agreements that could have a direct and material effect on a major federal program and 2)communicates our consideration of internal control over major federal programs. The A-133 report will indicate that it is intended solely for the information and use of the Board of Trustees and management of the District and federal awarding agencies and pass-through entities and that it is not intended to be and should not be used by anyone other than these specified parties.

Education Code Section 14502.1 requires the State Controller, in consultation with the Department of Finance, the State Department of Education, and representatives of specified organizations, to propose the content of a guide for the required annual financial and compliance audits of school districts, offices of county superintendents of schools, and other local education agencies. Section 14502.1 further requires the Controller to submit the proposed audit guide to the Education Audit Appeals Panel for review and possible amendment. The Panel is then to adopt the audit guide pursuant to the rulemaking procedures of the Administrative Procedure Act by July 1 of the fiscal year to be audited (and any supplement, as authorized, before March 1 of the audit year).

We will examine the District's compliance with the following compliance requirements utilizing the California Community Colleges Contracted District Audit Manual (the Audit Guide).

- Salaries of Classroom Instructors (50% law) (421)
- Apportionment for Instructional Service Agreements/Contracts (423)
- State General Apportionment Funding System (424)
- Residency Determination for Credit Courses (425)
- Students Actively Enrolled (426)
- Concurrent Enrollment of K-12 Students in Community College Credit Courses (427)
- Uses of Matriculation Funds (428)
- Gann Limit Calculation (431)
- Enrollment Fee (432)
- CalWORKS (433)
- Scheduled Maintenance (434)
- Open Enrollment (435)
- Student Fees Instructional Materials and Health Fees (437)
- We will perform separate financial and compliance audits of the Coast District Foundation, Coastline College Foundation, Golden West College Foundation and the Orange Coast College Foundation in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States, and the related information returns,
- We will perform a separate financial and compliance audit the Enterprise Corporation in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States, and the related tax returns,
- We will perform a separate financial and performance audit of the bond funds as required by Proposition 39 in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards, issued by the Comptroller General of the United States.
- Issue a separate "management letters" in conjunction with each audit that includes recommendations for improvements in internal control, accounting procedures, accounting systems, legality of actions and other instances of noncompliance with laws and regulations, and any other material information

At the conclusion of our audits we will be pleased to make a presentation to the Board of Trustees and/or the appropriate Audit Committee, during which we will discuss our audit approach, scope and results. We pride ourselves on our ability to convey complex information in an informative fashion, free of bias, such that Management can evaluate the significance of the information and determine action plans as may be appropriate.

Best Qualified to Perform the Engagement

We understand the District seeks auditors with a proven track record of serving governmental entities, including institutions of higher education. Members of our engagement team have experience providing auditing and advisory services to Los Angeles Community College District (co-auditor to KPMG), Rio Hondo Community College District, Rancho Santiago Community College District, the University of West Los Angeles, Charles Drew University, the County of Los Angeles, (subcontractor and co-auditor to KPMG), and other large governmental entities.

<u>Familiarity with Federal, State and Local Audit Principles and Guidelines</u> - The Firms' experience with the Single Audit Act and OMB Circular A-133 is demonstrated by the extensive number of Single Audits performed for the governmental entities mentioned above and includes audit the seventeen (17) major programs of the County of Los Angeles. Vasquez & Company LLP has been recognized by government agencies as having a depth of experience and skill that rivals larger national firms.

The following individual is authorized to represent and negotiate on behalf of the Firms:

Contact:

Mr. Gilbert R. Vasquez

Title:

Managing Partner

Address:

Vasquez & Company LLP

801 S. Grand Avenue, Suite 400

Los Angeles, CA 90017-4646

Telephone:

213-629-9094 ext. 200

We thank you for this opportunity to present our Firm and professional qualifications to the District. We trust that you will find our Firm uniquely qualified to provide the District with professional auditing services.

VASQUEZ & COMPANY LLP

Gilbert R. Vasquez, CPA

Managing Partner

PROFILE OF THE AUDITOR

Vasquez & Company LLP is a local, minority-owned, full service Certified Public Accounting firm with offices located in downtown Los Angeles. Founded in 1967, Vasquez & Company LLP has over 40 years experience in performing financial and compliance audits for all types of state and local governments and not-for-profit organizations, for-profit organizations and publicly traded companies. The Firm is acknowledged for excellent client service and community accomplishments.

As a local firm, we are able to offer personalized attention. Our professionals deliver innovative yet practical solutions that help clients gain competitive advantage. We warrant that we possess the necessary skills, expertise, and qualified personnel to deliver the services called for in this engagement.

OFFICE LOCATION

The Firm occupies an 11,000 square foot office space at 801 S. Grand Avenue, Suite 400, Los Angeles, CA 90017-4646. We have a computer network with approximately twenty (20) workstations. All the auditors have laptop computers, which connect to the network via the Internet. Printers are also available for auditors to bring to the clients' offices, as needed.

PERSONNEL

The Firm consists of approximately 40 individuals as follows:

Partners	2
Principals	6
Managers	5
Supervisors	5
Seniors	13
No. of Professionals	31
Administrative	9
Total	40

<u>Our people are our most important resource</u>. They have developed their skills and have accumulated their experience through the successful performance of work for numerous clients and through our comprehensive and formal professional staff training programs.

RANGE OF SERVICES

Our Firm provides audit, consulting, tax, financial advisory, review and compilation. Our primary focus is and has historically been the public sector, government agencies of all types (counties, cities, educational institutions and other municipalities). Our audit services include financial statement audits of local governmental entities, including community colleges, and audits of federal grants under OMB A-133. We also are under contract to conduct compliance examination audits, overhead rate audits under FAR Part 31 for private companies or OMB A-122 for not-for-profit organizations and internal audit services to augment the staffing needs of internal audit departments. In addition we provide a full range of auditing services for commercial and public companies. Our Firm offers accounting services such as: detailed accounting transactions, handling receipts and bank deposits, personal bill paying, accounts receivables, business consulting and payroll preparation and reporting. Our financial advisory services include: management advisory services, pension plan design, business management and estate planning. Our tax services encompass tax return preparation for not-for-profit organizations, individuals, corporations and partnerships, sales and use tax review, business tax planning and consulting. The Firm provides complete technology assurance services for your information technology infrastructure. Our consultants can augment or provide your internal audit function for technology related matters;

implement security strategies that enable your business; offer sound and practical advice that includes process control enhancements; or provide your organization with an appropriate technology control strategy. The Firm provides cost segregation services for commercial real estate owners. Our cost segregation services provide an independent third-party analysis of project costs that can provide a federal and in some cases, state tax advantage. In addition, we provide fraud examinations, IRS collections and procedures consulting and human resources consulting.

GOVERNMENT AUDIT STAFF

Our Public Sector Practice management team will consist of Mr. Gilbert Vasquez, CPA, Managing Partner and Past-President of the California Board of Accountancy with over forty (40) years of public accounting experience; Mr. Lee Waddle, CPA, Quality Control Partner and former Ernst & Young Orange County Quality Control Senior Manager with over forty (40) years of public and private accounting experience; Ms. Margaret McBride, CPA, Government Practice Principal with thirty (30) years of public accounting experience and former KPMG partner on numerous college district audit engagements, former KPMG partner-in-charge of Government Advisory Services for the western region, former Assistant Director of Finance for the City of Columbia, Missouri. Ms. McBride has served on the State Board of Directors of the California Society of Certified Public Accountants and as the Chairperson of its Audit Committee, as well as President of its Orange County/Long Beach Chapter, and as a member of the Society's Governmental Accounting and Auditing Committee. She has also served as a reviewer for the Government Finance Officers Association (GFOA)'s Certificate of Achievement for Excellence in Financial Reporting program. She has published articles on the subjects of cash management and the Single Audit process and has served as a speaker to professional organizations on subjects including Performance Budgeting, Detection of Fraud, Governmental Accounting, Total Quality Management, Internal Controls, Sarbanes Oxley Compliance, Performance Budgeting, Cash Management, Fixed Asset Systems and GASB 34 Requirements, and the Single Audit. Our audit team includes Ms. Cristy Canieda, CPA, Government Practice Manager with fifteen (15) years of audit experience focused primarily in the government sector supported by a pool of senior auditors with an average of seven years experience in conducting audits of cities, school districts, college districts and other government agencies and special districts.

All members of the Public Sector Practice Group (including senior auditors) are Certified Public Accountants in good standing licensed to practice in the State of California.

Members of our audit team have experience in managing audits of similar size and complexity for the Los Angeles Community College District, Rio Hondo Community College District, Rancho Santiago Community College District and the California University System-wide audit (as subcontractor to KPMG). Our audits will be led by Ms. Margaret McBride whose experience includes the California State University System-wide audit, North County Community College District, South Coast Community College District, San Diego University, California State University San Marcos, the University of California Riverside Foundation and the University of San Diego Foundation among others.

INDEPENDENCE

Vasquez & Company LLP meets the independence requirements of the Government Auditing Standards, 2003 revision, published by the United States General Accounting Office (Yellow Book) as it relates to the District.

It is our profession's nature to be objective and unbiased. People depend on the opinions of Certified Public Accountants and look upon their reports as fair and accurate representations. The nature of our work is detailed and analytical, yet highly cognizant of the overall perspective. It is also one of our professions tenets to be independent and impartial in expressing our opinions. We have been placed in the position of being the bearer of unpleasant news in situations of non-compliance. It is our strict policy to be straightforward and impartial whether the news is favorable or unfavorable.

RECORD OF OUALITY CONTROL

Vasquez & Company LLP is a member of the American Institute of Certified Public Accountants (AICPA) Division of Firms and received an unqualified opinion from the AICPA on its peer review dated October 27, 2007. This review included government engagements similar in complexity to those called for under this RFP.

The Firm has not been subjected to any federal or state desk reviews or field reviews of its audit work for at least the past five years. The Firm is very proud of its unblemished record of quality professional service during its over 40-year history. During its entire term, the Firm

- has never been sued.
- has never had any complaints filed against it with the California State Board of Accountancy for substandard work or for any other reason,
- has never settled any potential lawsuit,
- has never been requested to resign from any engagement and,
- has never received a negative desk or field review from any of our clients' cognizant agencies regarding any of our audits.

Vasquez & Company LLP is not currently involved in any litigation with a current or former client nor is it aware of any pending or threatened claims or assessments.

QUALITY CONTROL REQUIREMENTS

Vasquez & Company LLP is dedicated to excellence in our accounting and auditing practice. To accomplish this, the Firm employs the following best practices in quality control:

- □ Pre-Issuance Review All reports on audited financial statements are reviewed before issuance by our Technical Director who, along with the engagement partner, has significant experience in the industry. This provides assurance that our audit reports conform to the latest developments in professional standards.
- Post-Issuance Report Review A Quality Control Team conducts post-issuance reviews of selected reports issued by every audit partner. The reports are selected randomly from audit reports issued throughout the year and are reviewed for compliance with professional and Firm standards as well as clarity and consistency within the statements themselves.
- Assignment and Training of People We schedule professionals only to engagements for which they have the necessary background and training. Those without the necessary background are trained before an assignment.
- □ **Supervision** Our engagement teams are subject to a "chain of supervision" over all the work performed. All audit workpapers are reviewed by the person supervising the preparer of the workpapers. The reviewers write review comments, as appropriate, for the preparer to clear. The reviewers have to agree with the manner in which such comments are cleared.
- Engagement Manager and Partner Review Managers and partners assigned to the engagements review the audit workpapers and reports. Specifically, the managers review all workpapers supporting our reports and the engagement partners review workpapers of crucial audit areas as deemed appropriate.
- □ Client Management Review Our engagement partner and/or manager review all draft reports with client management or with the oversight auditor for Federal agencies before finalizing the reports.

These quality control procedures have served us well on all of our engagements and we intend to use the same should we become the successful awardee.

AUDITORS STAFFING AND QUALIFICATIONS

The Firm is able to assemble and manage multi-disciplinary teams of highly qualified and experienced professionals, drawing upon audit staff resources and the complementary capabilities of technical advisory groups. Based on our many years of experience, we are able to integrate the roles and functions of professional, administrative, and supporting staff into a common effort.

In our practice, <u>we employ a team approach</u>. Over time, we have found that our team concept is the most effective way in which to serve a client's diverse needs. Each member of our proposed team possesses a level of experience that is directly related to the tasks that he/she will perform. Our audit administration structure provides for a depth of experience and technical skills from our management personnel. This ensures that the District personnel will have continuous access to an appropriate, knowledgeable representative of the engagement team.

ENGAGEMENT TEAM

The success of any audit engagement depends on the people selected to actually conduct the audit. We consider it imperative that the selected engagement team:

- Possess and demonstrate the necessary technical skills to perform their assigned tasks in an efficient manner,
- Establish a "track record" of effective coordination among each other and with the client in order to meet the stated audit objective, and
- Establish continuity of effort from year to year and among each other in order to avoid "retraining" our personnel in subsequent years.

Our commitment to achieve long-term engagement continuity increases audit efficiency and streamlines the audit process for the District. The selection of personnel we propose for assignment to the engagement has been based on the above criteria. Each person to be assigned to the engagement has been chosen for his or her ability to repeat on future years' engagements. A brief description of the responsibilities of each of the individuals we propose to assign to our engagement team to serve the District is as follows:

Team Member	Role
Mr. Gilbert Vasquez, CPA Coordinating Partner	Mr. Vasquez - Managing Partner of our Firm and a Past-president of the California Board of Accountancy with over 40 years of public accounting experience will have the responsibility and authority for the audit engagement and act as the liaison between the District and the Firm. He will assist in the monitoring, reviewing and evaluating the engagement.
Mr. Lee Waddie, CPA Quality Control Partner	Mr. Waddle is the Quality Control Partner with our Firm and former Ernst & Young, Quality Control Senior Manager with over 40 years of public and private accounting experience. He will have the responsibility of concurring partner for the District engagement. He will be the primary professional standards reviewer of reports issued and will work closely with the engagement team in planning, reviewing and evaluating the fieldwork.

Ms. Margaret McBride, CPA Engagement Principal	Ms. McBride, Government Assurance Practice Principal with our Firm and former KPMG partner on numerous college district audit engagements and partner-in-charge of government advisory services for the western region with over thirty (30) years of public accounting experience focused primarily on the government sector will be responsible for planning, directing, and supervising our services to the District. She will develop the engagement strategy, provide on-site direction to our team, work closely with District management and will be available throughout the year to ensure proactive issue identification and service delivery.			
Ms. Cristy Canieda, CPA Engagement Manager	Ms. Canieda is a Government Assurance Practice Manager with 16 years of public accounting experience focused primarily on the public sector. She will be responsible for managing the audit team for the District engagement. She will work with the engagement principal and the quality control partner on audit strategy and planning efforts and work closely with the District to ensure proactive issue identification and resolution. She will oversee the operations of the fieldwork and provide guidance on audit procedures, reporting and presentations.			
Mr. Stephen Kibui, CPA Engagement Supervisor	Mr. Kibui is a supervisor with the Government Assurance Group with our Firm. He has over eleven (11) years of public accounting and auditing experience. Mr. Kibui will work closely with engagement manager assisting in planning for the audit and supervise and participate in audit procedures, report preparation and presentations.			

Vasquez & Company LLP's Government Assurance Practice Group is comprised exclusively of senior auditors with an average of seven years of audit experience. All Government Assurance Practice Group auditors are certified public accountants in good standing licensed to practice in the State of California



GILBERT R. VASQUEZ, CPA

Managing Partner

Engagement Role

Mr. Vasquez, Managing Partner of Vasquez & Company LLP and Past-President of the California Board of Accountancy with over 40 years of public accounting experience, will have the responsibility and authority for the engagement and act as the liaison between the District and the Firm. He will assist in the monitoring, reviewing and evaluating the engagement. In addition, he will consult with management on issues relevant to the engagement.

Areas of Expertise

Mr. Vasquez' area of expertise is focused on accounting, taxation, financial, and compliance audits, internal control review of government agencies, nonprofit organizations, privately held companies and publicly traded companies.

Standards

Mr. Vasquez is familiar with conducting audits in accordance with the following standards and provisions:

- Generally Accepted Auditing Standards
- Single Audit Act Amendment of 1996
- OMB Circular A-133
- OMB Circular A-122

- Generally Accepted Government Auditing Standards
- Federal Acquisition Regulations
- Standards of the Public Company Accounting Oversight Board

Representation of Experience

Mr. Vasquez' experience includes his involvement in the following engagements:

- Los Angeles Community College District
- Rio Hondo Community College District
- Rancho Santiago Community College District
- University of West Los Angeles
- Alhambra Unified School District
- Bassett Unified School District
- Compton Unified School District
- Centinela Union Valley High School District
- Los Angeles Unified School District
- County of Los Angeles (subcontract and co-auditor to KPMG)
- California University System-wide Audit (subcontractor to KPMG)
- Los Angeles County Metropolitan Transportation Authority Consolidated Audit

Educational Background

Mr. Vasquez received his Bachelor of Science in Business Administration, with an emphasis in Accounting from California State University, Los Angeles. He is also a credentialed Professor of Accounting.

Professional Affiliations

Mr. Vasquez was a member of the 1984 Olympic Organizing Committee and currently serves on the Board of Directors of its successor organization, the Amateur Athletic Foundation of Los Angeles. Mr. Vasquez continues his membership on several Boards including the National Council of La Raza, Cal State LA Foundation and Manufacturers Bank. Mr. Vasquez has also served as member of the Los Angeles County Sheriff's Department Board as well as the Los Angeles Metropolitan YMCA Board. Past corporate board associations include GTE of California, Glendale Federal Savings and Loan Association, and Blue Cross of California, and the American Power Products. Mr. Vasquez meets the Firm and professional CPE requirements.



LEE WADDLE, CPA

Quality Control Partner

Engagement Role

Mr. Waddle is the Quality Control Partner with our Firm and former Ernst & Young, Quality Control Senior Manager with over 40 years of public and private accounting experience. He will have the responsibility of concurring partner for the District engagement. He will be the primary professional standards reviewer of reports issued and will work closely with the engagement team in planning, reviewing and evaluating the fieldwork.

Areas of Expertise

Mr. Waddle area of expertise is focused on financial and compliance audits, internal control review of government agencies, nonprofit organizations, privately held companies and publicly traded companies.

Standards

Mr. Waddle's is familiar with conducting audits in accordance with the following standards and provisions:

- Generally Accepted Auditing Standards
- Single Audit Act Amendment of 1996
- OMB Circular A-133
- OMB Circular A-122

- Generally Accepted Government Auditing Standards
- Federal Acquisition Regulations
- Standards of the Public Company Accounting Oversight Board

Representation of Experience

Mr. Waddle's experience in this area includes his involvement in the following engagements:

- Los Angeles Community College District
- Rio Hondo Community College District
- Rancho Santiago Community College District
- University of West Los Angeles
- Alhambra Unified School District
- Bassett Unified School District
- Compton Unified School District
- Centinela Union Valley High School District
- Los Angeles Unified School District
- County of Los Angeles (subcontract and co-auditor to KPMG)
- California University System-wide Audit (subcontractor to KPMG)
- Los Angeles County Metropolitan Transportation Authority Consolidated Audit

Professional Background

Prior to joining the FIRM, Mr. Waddle served as Director of Internal Auditing for Tiger International and as Assistant Director of Internal Auditing for Whitaker Corporation. Mr. Waddle was a senior audit manager in charge of quality control for Ernst & Young, LLP in its Orange County office.

Educational Background

Mr. Waddle received his Bachelor of Science in Business Administration, with an emphasis in Accounting, from the California State University of Los Angeles. He is a member of the California Society of Certified Public Accountants. Mr. Waddle meets the FIRM and professional CPE requirements.



MARGARET J. MCBRIDE, CPA

Engagement Principal

Engagement Role

Ms. McBride with 30 years of public accounting experience; former KPMG Partner or Concurring Partner on numerous government audits and former KPMG Partner-in-charge of government advisory services for the western region will serve as the Government Assurance Services Principal responsible for planning, directing, and supervising our services to the District. She will develop the engagement strategy, provide on-site direction to our team, work closely with District management and will be available throughout the year to ensure proactive issue identification and service delivery.

Areas of Expertise

Ms. McBride is a Certified Public Accountant and former partner with the international accounting firm of KPMG. Ms. McBride has focused on providing organizational analysis, business process reengineering, cost accounting, performance auditing and financial accounting and auditing services throughout her 30-year career. She has worked principally in the governmental (federal, state, municipal, special district including water districts and primary and secondary education districts, public colleges and universities) and not-for-profit industries (foundations, private schools and universities, health and welfare and arts organizations).

Representative projects in which she has participated include:

Financial and Compliance Audits – Conducted numerous management, financial and compliance audits of various local governmental, higher education and not-for-profit entities. Representations of governmental clients are listed on the following page.

Information Technology – Review of practices and processes relevant to the implementation of a new financial management system. The engagement included consideration of modifications, both to the system software and to manual processes, impacts on efficiency and internal controls, and next steps to promote and enhance efficiencies and effectiveness.

Cost Accounting – Review of costing methodologies and assisted in the implementation of internal service funds for use in centralizing certain County-wide support operations, capturing the related costs and charging user departments for services. The engagement included consideration of customer needs, practical methods for accumulating of cost and charge data, calculation of appropriate user charge rates, and development of performance measurement and quality control mechanisms.

Organizational Analysis – Review of the organizational structure, systems, staffing and strategic focus for this community development department. Results included a proposed re-assignment of responsibilities to more effectively accomplish the department's mission, an alternative organization chart, recommendations for improved efficiency and effectiveness, and assistance in developing a strategic planning process.

Performance Measures and User Fee Study – Study which encompassed the development of performance measures, an updated schedule of fees and user charges, activity based costing, and benchmarking of selected performance data. The results of this study were used to support revised fees and user charges and the adoption of a performance-based budget.

Construction Management Study - Performance an operational review of the construction contract management processes and the policies, systems and procedures related to developer-requested or developer-financed construction. Project recommendations addressed opportunities to improve efficiency and enhance customer service.

Staffing Study – Staffing study and compensation review of a transit operator. The project included performing job analyses, assessing comparable positions by conducting a benchmark survey and analysis, and addressing staffing levels.

Representation of Experience

Following is a representative sample of governmental audits conducted by Ms. McBride:

- North County Community College District
- South Coast Community College District
- California State University Student Financial Aid Audit
- San Diego State University
- University of San Diego
- University of California Riverside Foundation
- University of California San Diego Foundation
- National University
- California State University San Marcos
- Los Angeles Unified School District

- San Diego City Schools
- Garden Grove Unified School District
- Orange Unified School District
- Irvine Unified School District
- Huntington Beach Elementary School District
- Huntington Beach High School District
- Fullerton Elementary School District
- Fullerton High School District
- Anaheim High School District
- Tustin Unified School District

PRIOR EXPERIENCE

Ms. McBride served as the Assistant Director of Finance for the City of Columbia, Missouri prior to joining KPMG. In that capacity she participated in the implementation of a financial accounting system, supervised the municipal accounting and reporting functions, implemented the City's cash and investment management program, and developed and implemented debt management strategies.

ACTIVITIES AND EDUCATION

Ms. McBride is a Certified Public Accountant. She has served on the State Board of Directors of the California Society of Certified Public Accountants and as the Chairperson of its Audit Committee, as well as President of its Orange/Long Beach Chapter, and as a member of the Society's Governmental Accounting and Auditing Committee. She has also served as a review for the Government Finance Officers Association (GFOA)'s Certificate of Achievement for Excellence in Financial Reporting program. She has published articles on the subjects of cash management and the Single Audit process and has served as a speaker to professional organizations on subjects including Performance Budgeting, Detection of Fraud, Governmental Accounting, Total Quality Management, Internal Controls, Sarbanes-Oxley Compliance, Performance Budgeting, Cash Management, Fixed Asset Systems and GASB 34 Requirements, and the Single Audit Act.

Ms. McBride received her Bachelor of Business Administration degree from the University of Missouri-Columbia.



CRISTY A. CANIEDA, CPA

Manager

Engagement Role

Ms. Canieda is a Government Assurance Manager with our firm and will be responsible for managing the engagement team for the District. She will work with the engagement principal and the quality control partner on audit strategy and planning efforts and work closely with the District to ensure proactive issue identification and resolution. She will oversee the operations of the engagement team's fieldwork and provide guidance on audit procedures, reporting and presentations.

Areas of Expertise

Her area of expertise is in managing audits of cities, redevelopment agencies, special districts and nonprofit organizations; preparation of comprehensive annual financial reports, State Controller's reports, and compliance reviews and single audits in accordance with OMB Circular A-133.

Standards

Ms. Canieda is familiar with conducting audits in accordance with the following standards/provisions:

- Generally Accepted Government Auditing Standards (GAGAS)
- Generally Accepted Auditing Standards (GAAS)
- Government Auditing Standards (GAO)
- Single Audit Act Amendment of 1996
- OMB Circular A-133

Prior Experience

- Los Angeles Community College District
- Rio Hondo Community College District
- University of West Los Angeles School of Law
- Bassett Unified School District
- Compton Unified School District
- Los Angeles County Metropolitan Transportation Authority Consolidated Audit
- · City of Norwalk
- · City of Pico Rivera
- · City of Huntington Park
- City of Lynwood
- · City of Cudahy
- City of Needles Public Utility Authority

Professional Background

Prior to joining Vasquez & Company LLP, Ms. Canieda was an Audit Supervisor with Diehl, Evans & Company, Irvine, California from 2004 to 2007 where her focus was planning, supervision, fieldwork, review of audits of cities, special districts and nonprofit organizations. From 1999 to 2003, she was an Assistant V.P. Financial Accounting with Colonial Mutual Group (Philippines); from 1991 to 1998 she was an Audit Manager and Manager, Tech. Standards and Continuing Education with PricewaterhouseCoopers (Manila, Philippines).

Professional Affiliations

Ms. Canieda received her Bachelor of Science in Accountancy (Cum Laude) Associate in Government Auditing (with Honors) from Enverga University, Lucena City, Philippines; Masters in Business Administration, Ateneo Graduate School of Business, Philippines. Subsequent to that time, she has attended numerous courses; seminars and conferences related to accounting and general financial business activities. Ms. Canieda is a licensed Certified Public Accountant, California, USA and Manila, Philippines.



STEPHEN KIBUI, CPA

Supervisor

Engagement Role

Mr. Kibui is a Supervisor with the Government Assurance Practice Group with our Firm with over eleven (11) years of public accounting experience. Mr. Kibui will work closely with the engagement management in planning, budgeting, and performing audit procedures, report preparation and presentations.

Areas of Expertise

His practice is focused on conducting financial audits and internal control review of publicly traded companies, government entities, special districts, and nonprofit organizations; reviews and compilations of financial statements. His expertise includes developing audit scope, objectives and preparing custom audit programs, budgeting and reviews of internal control systems, evaluation of internal controls as described in the Sarbanes-Oxley Act of 2002. His practice is also focused on the evaluation of technology related processes and controls and overseeing the implementation of technology assurance and information security initiatives.

Standards

- Generally Accepted Auditing Standards
- Generally Accepted Government Auditing Standards
- Single Audit Act Amendment of 1996
- OMB Circular A-133
- OMB Circular A-122
- Federal Acquisition Regulation

- Generally Accepted Auditing Standards
- Government Auditing Standards
- California K-12 Local Educational Agencies Audit Guide
- Cobit: Control Objectives for Information Technology, by the Information Systems Audit Control Association

Representation of Experience

Mr. Kibui's experience in this area includes his involvement in the following Firm engagements:

- Rio Hondo Community College District
- Los Angeles Community College District
- University of West Los Angeles School of Law
- Compton Unified School District
- Los Angeles Unified School District
- New Horizon Elementary School, Irvine

Professional Experience

Prior to returning to the Firm, Mr. Kibui was a Senior Auditor with White, Nelson & Company LLP, Anaheim, California, where his work focused on publicly traded client annual audits and quarterly reviews for SEC filings. Prior to that time he was an Audit Manager with Ernst & Young LLP, Kenya where he was responsible for planning, administering and managing audit engagements, attestation services on financial statements and providing value added services relating to internal controls and operating efficiencies.

Education

Mr. Kibui received his MBA from Newman University, Wichita, Kansas and his Bachelor of Science in Accounting from Strathmore College, Kenya. He is a certified public accountant in the State of California and a member of the California Society of Certified Public Accountants. He participates in the Firm's Continuing Education program as well as attends various seminars and conferences related to the accounting profession. Mr. Kibui meets the Firm's and the professional CPE requirements.

REFERENCES

Vasquez & Company LLP has performed numerous audits of governmental organizations subject to financial and compliance audits. These audits were performed in accordance with Auditing standards generally accepted in the United States of America, Government Auditing Standards, issued by the Comptroller General of the United States, Single Audit Act Amendments of 1996 and OMB Circular A-133 and its Compliance Supplement (when applicable), and the Office of the State Controller's Minimum Audit Requirements and Reporting Guidelines for California Special Districts (when applicable).

Following is a partial list of significant governmental engagements performed in the last two (2) years that are similar to the engagement described in this Request for Proposal.

Client/Contact/Address	Nature of Engagement	Managers
Los Angeles Community College District (Co-Auditor with KPMG) Jeanette L. Gordon, Controller 770 Wilshire Boulevard, 6 th Floor Los Angeles, CA 90017 (213) 891-2090 Rio Hondo Community College District Ms. Teresa Dreyfuss Vice President Finance & Business 3600 Workman Mill Road Whittier, CA 90601 (562) 692 - 0921	Single Audit (OMB A-133) and State Compliance 2007 to present District Annual Financial and Compliance Audit; Series A Bond Fund Performance and Financial/Compliance Audit; Agreedupon Procedures; Rio Hondo Community College Foundation Audit	G. Vasquez L. Waddle M. McBride C. Canieda G. Vasquez L. Waddle M. McBride C. Canieda
	1996 to present	J. Agot
Compton Unified School District Ms. Debra Willard Associate Superintendent Business Administration Services 500 S. Santa Fe Street Compton, CA 90220 (310) 639-4321	Annual Financial, Compliance, Single Audit, (OMB A-133); State Compliance 2004 to 2009	G. Vasquez L. Waddle M. McBride C. Canieda J. Agot
University of West Los Angeles School of Law Mr. Robert Brown, Esq., President 9920 S. La Cienega Blvd Inglewood, CA 90301-4423 (310) 342-5250	Annual financial, compliance and Single Audit (OMB A-133) 2006 to present	G. Vasquez L. Waddle B. Se A. Agot
El Camino Community College District Foundation Mr. Michael J. Goguen Foundation Board Treasurer 16007 Crenshaw Blvd. Torrance, CA 90506 (310) 660-3683	Annual Financial Audit, Tax Services 2008 to present	G. Vasquez L. Waddle B. Se A. Agot

COST OF THE SERVICES

	2010-2011	2011-2012	2012-2013	
Maximum annual cost of the District		-		
audit, including data collection form				
preparation and submittal	Cost: \$79,220	Cost: \$75,650	Cost: \$75,650	
(a) anticipated hours	Hours: 937	Hours: 890	Hours: 846	
			Walter State	
2) Maximum annual cost of Foundation				
Audits and Tax return				
Coast	Cost: \$6,341	Cost: \$6,531	Cost: \$6,531	
(a) anticipated hours	Hours: 75	Hours: 75	Hours: 75	
Coastline	Cost: \$6,341	Cost: \$6,531	Cost: \$6,531	
(a) anticipated hours	Hours: 75	Hours: 75	Hours: 75	
Golden West	Cost: \$6,341	Cost: \$6,531	Cost: \$6,531	
(a) anticipated hours	Hours: 75	Hours: 75	Hours: 75	
Orange Coast	Cost: \$6,341	Cost: \$6,531	Cost: \$6,531	
(a) anticipated hours	Hours: 75	Hours: 75	Hours: 75	
Maximum annual cost of enterprise				
Corporation Audit & Tax return	Cost: \$8,032	Cost: \$8,273	Cost: \$8,273	
(a) anticipated hours	Hours: 95	Hours: 95	Hours: 95	
·			I	
4) Maximum Annual Cost of Proposition				
39 audits				
Performance	Cost: \$6,510	Cost: \$6,705	Cost: \$6,705	
(a) anticipated hours	Hours: 77	Hours: 77	Hours: 77	
Financial	Cost: \$2,875	Cost: \$2,961	Cost: \$2,961	
(a) anticipated hours	Hours: 34	Hours: 34	Hours: 34	
Total Maximum Annual cost	Cost: \$122,000	Cost: \$116,752	Cost: \$ 119, 713	
Anticipated hours	Hours: 1,443	Hours: 1,321	Hours: 1,321	
5) Hourly Rates for Additional Work by				
Level of Staff	1			
Partner	250	257	257	
Principal	250	257 257	257 257	
Manager	160	165	165	
Supervisor	140	144	144	
Senior staff	120	124	124	
Geniui siaii	120	124	124	

ANTICIPATED SCHEDULE

Following is the anticipated work plan schedule for the Annual Financial, Single Audit and State Compliance examination of the District with total hours of 652 hours for the elements listed below:

Area	Date
Entrance Conference with key District staff. Discussion of any prior audit concerns and the interim work to be performed	May 2010
Interim work	June 2010
Detailed Audit Plan	June 2010
Final field work	August 2010
Exit conference to summarize the results of the field work and to review significant findings	October 2010
Draft Reports	October 2010
Presentation to Management and Audit Committee or its equivalent	November 2010
Final Reports	November 2010

SUPPLEMENTAL SCHEDULES

AUDITS OF THE DISTRICT

FINANCIAL AUDIT:

- 1. Minutes of meetings of the District's BOD and all committee meetings from 7/1/10 to present
- 2. Trial balance as of June 30, 2011 as well as the related actual to budget report (with electronic copy, if available)
- 3. Bank reconciliations and bank statements for all bank accounts as of June 30, 2011
- 4. Bank statements and cancelled checks for July 1, 2010 through present should be available
- 5. Detailed schedule of investments and any trustee and/or investment management statements as of June 30, 2011
- 6. Detailed analysis of receivables as well as its aging as of June 30, 2011, indicating the date subsequently collected or if still outstanding
- 7. Detailed schedule of prepaid expenses indicating payment date, check number, amount and, if applicable, the amortization method and amortized amount during the period
- 8. Roll forward schedule of property and equipment and accumulated depreciation and depreciation expense for the period July 1, 2010 to June 30, 2011. Kindly include any additions and/or deletions to fixed assets and accumulated depreciation for the year ended June 30, 2011.
- Detailed listing of all accounts payable for services rendered or goods received but unpaid as of June
 20, 2011 reconciled to the general ledger trial balance
- 10. Listing of accrued vacation and sick leave by employee including hours accrued and rate as of June 30, 2009
- 11. Detailed schedule of accrued salaries and wages as well as accrued payroll taxes as of June 30, 2011
- 12. Detailed schedule of any deferred revenue and/or other liabilities as of June 30, 2011
- 13. Reconciliation of due from other funds/due to other funds accounts as of June 30, 2011
- 14. Analysis of all revenues recognized during fiscal year June 2010/2011. This schedule should reflect all payments received from July 1, 2010 through the present for all revenues recognized during fiscal year ended June 30, 2011
- 15. Schedule of all leases indicating the location, deposit amount, monthly payment and beginning and ending dates. Also, kindly indicate in the schedule the minimum lease payments for the next five years for all leases existing at June 30, 2011
- 16. GASB #34 year-end accrual entries
- 17. Worker's compensation reports and schedules as of June 30, 2011
- 18. State Teachers' Retirement System (STRS) Report number of employee participated in STRS; total employee contributions; total district contributions to STRS during FY 2010/2011
- 19. Post employment benefits report

SINGLE AUDIT:

- Schedule of Expenditures of Federal, State and Local Awards for FY 2011. Kindly ensure that all
 programs have been included in the schedule of federal awards as the information that you will
 provide to us is critical to our determination of the major programs.
- Copies of all regulatory agency audit or review reports for FY 2011
- Access to all grant agreements and contracts in effect during the period under audit
- 4. Make available for our review various reports, policies manual and/or documents for Financial Aid Program:
 - Fiscal Operations Report and Application to Participate (FISAP)
 - Submission Activity Log showing FISAP submission date
 - Pms 272 Federal Cash Transactions Report
 - PELL Payment Data Report
 - Verification Policies on Student Information in Student Aid Applications
 - Refund Policy
 - FY 2009 Financial Aid Check Disbursement Schedule
 - Student Financial Aid pamphlet and counseling procedures
- 5. Reports/contracts for other Federal Programs determined to be Major Programs (over \$500,000 in expenditure)
- 6. Listing of Students who received financial aid during FY 2010/2011
- 7. Student Status Confirmation Report which identifies those students receiving Financial Aid in FY 2010/2011
- Detailed Budget for Financial Aid for FY 2010/2011
- Check registers for students who were disbursed monies
- 10. FY 2010/2011 Federal Pell Grant Payment Schedule
- 11. Waiver for the Institutional share requirement for FWS & FSEOG for FY 2010/2011 (if applicable)
- 12. Totals of Awards disbursed for Deferral Work Study and Cal Works
- 13. Direct loans and/or Stafford loan payment requests and account statements
- 14. Financial Aid Refund/Repayment Policy
- 15. New Grant Award Notification of Program Participation Agreement for Title V and VIES Title IC, if any or modified

STATE COMPLIANCE AUDIT:

- 1. FY 2010/2011 first and second principal apportionment
- 2. Copy of the CCFS-311 (Annual Financial & Budget Report)
- 3. Copy of the CCFS-320 (Apportionment Attendance Report) and supporting documentation
- 4. Copy of the CCFS-321 (Apprenticeship Attendance Report)
 - Attendance Report (NSR257)
 - Class Schedule, including independent study, apprenticeship
 - Student Characteristic Comparison Report and Head Count Report by Unit
 - Room Use Detail Report
- 5. Copy of the CCFS-323 (Actual Enrollment Fee Revenue Report)
- 6. Residential Status Test
- 7. K-12 Students Enrollment Test
- 8. Open Enrollment Policy
- 9. 50% Law Calculation
- 10. Matriculation Expenditure Report and Budget
- 11. Program Plan for Extended Opportunity Programs and Services (EOPS)
- 12. EOPS Budget & Accounting Form for FY 2010/2011
- 13. Disable Student Programs & Services (DSP & S) End of Year Report for FY 2010/2011
- 14. Any amendment to the following policies manual or documents:
 - Attendance and Grading Policy Information
 - Matriculation Plan

GENERAL ITEMS:

- 1. Copies of bond document and payment schedules for all debt issued after June 30, 2011.
- 2. Copies of all new MOU's, and any changes to the compensated absences policy.
- 3. Chart of Accounts, if any changes since 6/30/11
- 4. Organizational Chart, if any changes since 6/30/11
- 5. List of Board of Trustees and Administration with corresponding terms and expiration dates
- 6. List of current key employees and officials
- 7. Copies of new lease agreements since June 30, 2011

THE FOUNDATIONS

FINANCIAL AUDIT

- 1. Final trial balance and detailed general ledger for the year ending June 30, 2011 (with electronic files, if available)
- 2. Bank Confirmations
- 3. Bank accounts (checking and savings) reconciliations as of June 30, 2011
- 4. Have available all bank statements and cancelled checks from July 2010 through December 2010
- Please identify for us those bank accounts that have minimum compensating balances, approved lines of credit either used or not used, and outstanding loans as of June 30, 2011, if any
- 6. Cash receipts and disbursements journals from July 1, 2010 to June 30, 2011
- 7. Cash receipts and disbursements journals from July 1, 2010 to December 31, 2010
- 8. Schedule of investments and detailed investment reconciliation report as of June 30, 2011
- Detailed schedule of unrestricted and restricted net assets report as of June 30, 2011
- 10. Investment Confirmation
- 11. Make available for review all monthly investment broker statements
- 12. Roll-forward analysis of unrestricted and restricted net assets as of June 30, 2011
- 13. Detailed schedule of accounts payable as of June 30, 2011
- 14. Revenue account analysis report for fiscal year 2011
- 15. Expense account analysis report for fiscal year 2011
- 16. Update on cash disbursement procedures
- 17. Update on cash receipts procedures
- 18. Schedule of functional expenses
- 19. Minutes of all Board Meetings from July 1, 2010 through the most recent meetings to date
- 20. List of scholarship recipients during the year
- 21. Legal confirmation
- 22. Schedule of legal and professional expenses for the year
- 23. Schedules & Information for Form 990:
 - a. Listing of officers, directors, trustees and key employees, indicating title, average time spent per week on the business and amounts paid (such as compensation, benefits, and expense reimbursements) for the year ending June 30, 2011, if any
 - Name, address and amount donated by individuals and corporations who contributed \$5,000 and above
 - c. List of five highest paid employees other than officers and directors (which lists total compensation paid, benefits and expense reimbursements, average hours worked during a week and position/title) paid more than \$50,0000 for the year ended June 30, 2011 and number of other employees paid more than \$50,000 for the year ending June 30, 2011, if any
 - d. Schedule of the five highest paid consultants, (and the total number of consultants paid over \$50,000) showing the name and amount paid during the fiscal year 2010-2011. For these consultants, also include their address and type of service provided

- e. Schedule of governmental funding sources showing the name of the agency, mailing address, name of contact person and telephone number
- f. Schedule of professional fundraisers or fund raising counsel who provided services during the fiscal year, if any, indicating name, address and telephone number.

ASSURANCES

A. Vasquez & Company LLP is a Certified Public Accounting firm in good standing, licensed to practice in the State of California



CERTIFIED PUBLIC

REGISTRATION PAR 6286 RECEIPT NO. 13800278

CALIFORNIA BOARD OF ACCOUNTANCY 2000 EVERGREEN STREET, SUITE 250 SACRAMENTO, CA 98815-3832 TELEPHONE (\$18) 283-3690 FACSIMILE (916) 283-3672

ANT PARTNERSHIP

VALID UNTIL JULY 31, 2011

VASQUEZ & CO LLP 801 S GRAND AVE #400 LOS ANGELES CA 90017-4646

06/08/09 06/08/09 In accordance with the provisions of Chapter 1, Division 3 of the Butiness and Professions Code, the firm named hereon is duly registered and entitled to practice as a Partnership.

---- POST IN PUBLIC VIEW -----

WASPAR OS/08/DS

- B. Vasquez & Company LLP certifies its understanding that the primary purpose of the examinations specified herein is to express an opinion on the financial statements and that such an examination is subject to the inherent risk that errors and irregularities may not be detected. If conditions are discovered which lead to the belief that material errors, defalcations, or other irregularities may exist, or if any other circumstances are encountered that require extended services, we will promptly advise the District.
- C. Vasquez & Company LLP certifies that, in accordance with auditing standards and other applicable guidelines, and regulations, we will select the necessary procedures to test compliance and to disclose non-compliance with specified laws, regulations and contracts.

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4.09.05 Approval of District Vision, Mission and Goals

The attachment to this item was not available at the time the Agenda was produced and will be distributed at the Regular Board Meeting of July 21, 2010.

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(Conflict of Interest Code)

Revised 03/07/01 Revised 02/20/02 Revised 11/20/02 Revised 3/1/2006 Revised 8/20/08 Revised 08/20/2008 Last Revised XX/XX/XX

CONFLICT OF INTEREST CODE

The Board of Trustees has adopted the following Conflict of Interest Code in accordance with the Political Reform Act of 1974 as amended. Each even-numbered year prior to July 1, the Board of Trustees shall review the Conflict of Interest Code. If changes are made to the Code, the Board shall submit the amended Conflict of Interest Code to the Orange County Board of Supervisors. If no changes are made, the Board shall so certify to the Board of Supervisors no later than October 1 of the same year. All Designated Employees shall file annual statements of economic interests no later than April 30 of each year.

Political Reform Act of 1974 as amended Fair Political Practices Commission

CONFLICT OF INTEREST CODE FOR THE COAST COMMUNITY COLLEGE DISTRICT

The Political Reform Act (Government code Section 81000, et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation (2 Cal. Code of Regs. Sec. 18730) which contains the terms of a standard conflict of interest code, which can be incorporated by reference in an agency's code. After public notice and hearing it may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the terms of 2 California Code of Regulations Section 18730 and any amendments to it duly adopted by the Fair Political Practices Commission are hereby incorporated by reference. This regulation and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the conflict of interest code of the Coast Community College District.

Designated employees shall file statements of economic interests with their agency. Upon receipt of the statements of the Board of Trustees, the agency shall make and retain copies and forward the originals of these statements to the County of Orange, Clerk of the Board of Supervisors. Statements for all other designated employees will be retained by the agency.

040-11-1 Cont'd

APPENDIX A

DESIGNATED POSITIONS Revised August 20, 2008

Persons occupying the following positions are Designated Employees and must report the financial interests defined below:

POSITION

Chancellor
Board Members (includes Student Trustee)
**Consultants
Vice Chancellor, Administrative Services
Associate Vice Chancellor, Educational
Services
Vice Chancellor, Human Resources
President (CCC, GWC, OCC)

** Consultants shall disclose pursuant to the broadest disclosure category in the Code subject to the following limitation: The Chancellor or his designee may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that is limited in scope and thus is not required to fully comply with the disclosure requirements in this Section. Such written determination shall include a description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The Chancellor's or his designee's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED

- 1. Architectural Firms
- 2. Audio-Visual Equipment Suppliers and Manufacturers
- 3. Cleaning and Maintenance Materials
- 4. Computer Equipment Manufacturers and Suppliers
- Computer Software Manufacturers and Suppliers
- 6. Computer-related Consultancy Firms
- 7. Construction Contractors and Subcontractors
- 8. Construction Materials Suppliers and Subcontractors
- 9. Consultancy Firms
- 10. Consultants Related to Health Services
- Educational Equipment Manufacturers and Suppliers
- 12. Food Manufactures
- 13. Food Suppliers
- 14. Gardening Tools and Equipment Manufacturers and Suppliers
- 15. Hardware Suppliers and Manufactures
- Instructional Materials Suppliers and Manufacturers
- 17. Insurance and Annuity Companies
- 18. Library Book Manufacturers and Suppliers
- Library Equipment Manufacturers and Suppliers

^{*}The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

040-11-1 Cont'd

POSITION

TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED

- Library Research Materials Manufactures and Suppliers
- 21. Lending Firms
- 22. Motor Vehicle Lubrication and Fuel Suppliers
- 23. Motor Vehicle Parts Suppliers and Manufacturers
- 24. Motor Vehicle Tire Suppliers and Manufactures
- 25. Office Machine Manufacturers and Suppliers
- 26. Real Property Interest
- 27. School Picture Suppliers
- 28. School Ring Manufacturers and Suppliers
- 29. School and Office Furniture Manufacturers and Suppliers
- 30. Testing Materials Manufacturers and Suppliers
- 31. Textbook Manufacturers and Suppliers
- 32. Travel Agencies
- 33. Vending Machine Operations
- 34. Yearbook Manufacturers and Suppliers

^{*}The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS

(Conflict of Interest Code)

POSITION

Administrative Director, Fiscal Affairs **Administrative Director of DIS Executive Dean of Instructional Systems** Development (CCC) Director of Purchasing Director, Financial Aid (CCC, GWC, OCC) Director, Facilities & Planning (DIST) Manager, Applications Development and **Information Systems-Director of Applications Development and Information** Manager, Technical Support and Operations (DIST, CCC, GWC, OCC) Buyer I Buyer II Director of Internal Audit Services District Environmental Health and Safety and Transportation Manager Foundation Director (CCC, GWC, OCC) Risk Services Manager Secretary of the Board of Trustees

040-11-1 Cont'd TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED

- 1. Architectural Firms
- Audio-Visual Equipment Suppliers and Manufacturers
- 3. Cleaning and Maintenance Material
- 4. Computer Equipment Manufactures and Suppliers
- Computer Software Manufacturers and Suppliers
- 6. Computer-related Consultancy Firms
- 7. Construction Contractors and Subcontractors
- 8. Construction Materials Suppliers and Manufacturers
- 9. Consultancy Firms
- 10. Consultants Related to Health Services
- 11. Food Manufacturers
- 12. Food Suppliers
- 13. Gardening Tools and Equipment Manufacturers and Suppliers
- 14. Hardware Suppliers and Manufacturers
- 15. Instructional Materials Suppliers and Manufacturers
- 16. Insurance and Annuity Companies
- 17. Lending Firms
- 18 Motor Vehicle Lubrication and Fuel Suppliers
- 19 Motor Vehicle Parts Suppliers and Manufacturers
- 20. Motor Vehicle Tire Suppliers and Manufacturers
- 21. Office Machine Manufacturers and Suppliers
- 22. Real Property Interests
- 23. School and Office Furniture Manufacturers and Suppliers
- 24. School Picture Suppliers
- 25. School Ring Manufacturers
- 26. Travel Agencies
- 27. Vending Machine Operations
- 28. Yearbook Manufacturers and Suppliers

^{*}The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS

(Conflict of Interest Code)

040-11-1 Cont'd

POSITION

Administrative Dean, Instruction Systems
Development (CCC)
Dean, Career and Technical Education (OCC)
Dean, Technology and Vocation Education
(GWC)
Dean, Learning Resources (CCC, GWC,
OCC)
Administrative Director, Human Resources
Director, Contract Education and Operations
(CCC)
Director of Maintenance & Operations (CCC,
GWC, OCC)
Vice President, Instruction (CCC, GWC,
OCC)
Vice President, Student Services (CCC,
GWC, OCC)

TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED

- 1. Computer Equipment Manufacturers and Suppliers
- Computer Software Manufacturers and Suppliers
- 3. Consultancy Firms
- 4. Consultants Related to Health Services
- 5. Educational Equipment Manufacturers and Suppliers
- Instructional Materials Suppliers and Manufacturers
- 7. Library Book Manufacturers and Suppliers
- 8. Library Equipment Manufacturers and Suppliers
- 9. Library Research Materials Manufacturers And Suppliers
- 10. Real Property Interests
- 11. Testing Materials Manufacturers and Suppliers
- 12. Textbook Manufacturers and Suppliers

^{*}The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

BUSINESS OPERATIONS

(Conflict of Interest Code)

040-11-1 Cont'd

POSITION

Director of Institutional Advancement (OCC, Director of Maintenance & Operations (GWC, OCC, CCC) District Director, Public Affairs, Marketing & Government Relations Executive Dean of Instructional Systems Development (CCC) Vice President, Administrative Services (CCC, GWC, OCC) Vice President, Student Services (CCC, GWC, OCC) Director of College Bookstore (CCC), (GWC) Cafeteria Manager (OCC) Director, College Support Services (OCC) Director, Community Services (GWC) Director, Fiscal Services (CCC, GWC, OCC) Director of Student Auxiliary Services (OCC) Director of Student Auxiliary Services/Snack Bar Manager (OCC) General Manager/Instructional Food Services (OCC) Dean of Athletics (GWC, OCC)

Athletic Coaches (GWC, OCC)

TYPE OF FINANCIAL INTEREST* WHICH MUST BE DISCLOSED

- Audio-Visual Equipment Suppliers and Manufacturers
- 2. Computer Equipment Manufacturers And Suppliers
- 3. Computer Software Manufacturers and Suppliers
- 4. Consultancy Firms
- 5. Consultants Related to Health Services
- 6. Construction Contractors
- 7. Food Manufacturers
- 8. Food Suppliers
- 9. Instructional Materials Suppliers
 And Manufacturers
- 10. Insurance and Annuity Companies
- 11. Lending Firms
- 12. Material Suppliers
- 13. Medical Suppliers
- 14. Office Machine Manufacturers and Suppliers
- 15. School Picture Suppliers
- 16. School Ring Manufacturers
- 17. School and Office Furniture Manufacturers and Suppliers
- 18. Vending Machine Operations
- 19. Athletic supplies, uniform, equipment

^{*}The term "financial interest" means income from, investments in, and/or employment positions with the types of firms listed as specified by law.

MEMORANDUM OF UNDERSTANDING

BETWEEN

COMMANDING OFFICER WILLIAM BEAUMONT ARMY MEDICAL CENTER WARRIOR TRANSITION BATTALION, FT BLISS, TX

AND

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE) 11460 WARNER AVENUE FOUNTAIN V ALLEY, CA 92708-2597

I. SCOPE OF AGREEMENT

A. Parties Involved.

This agreement, entered into and effective on the 22 July 2010, between the Commanding Officer, WILLIAM BEAUMONT ARMY MEDICAL CENTER-WARRIOR TRANSITION BATTALION, FT BLISS, TX, hereinafter called the "CO, WTB," and Coast Community College District (Coastline Community College), 11460 Warner Avenue, Fountain Valley, CA 92708-2597 hereinafter called the "Academic Institution" or "AI," is for specified educational services as described herein.

B. Contractual Agreement.

- 1. This agreement is not to be construed in any way as giving rise to a contractual obligation of Army or DOD funds to the AI.
- 2. This agreement may be amended only by mutual consent, in writing, of both parties unless either party is required to change the agreement by statutes, executive orders, directives or other government requirements.

C. Termination of Agreement.

- 1. This agreement shall be in full force and effect for a period of five years unless terminated by mutual consent by a thirty (30) day written notice.
- 2. Termination by either party shall not be the basis for any claim by the AI against the U.S. Government.
- 3. Changes in school policy that are inconsistent with the provisions of the agreement may be cause for termination or renegotiations of the agreement.

D. Administration of the Agreement.

- 1. This agreement shall be administered on the Commanding Officer's part by the CO, WTB designated and his/her technical representative(s), for the purpose of inspection and acceptance of services furnished.
- 2. This agreement shall be administered on the Academic Institution's part by the Dean, Military/Contract Education Programs (or designee). Accordingly, administrative actions by the

Dean (or designee) affecting this agreement must be coordinated with the Commanding Officer prior to taking such actions.

II. RESPONSIBILITIES OF THE COMMANDING OFFICER

A. Logistical Support.

- 1. Logistical support shall apply to the conduct of services contained by this agreement by the AI to the extent that it does not interfere with the U. S. military mission and is consistent with pertinent government regulations. The Army shall incur no liability by reason of any change in logistic support arrangements, regulations or manuals. Should any government regulation be changed during the period of this agreement, such change will be effective immediately and shall become part of this agreement without the concurrence of the AI. Failure to provide any of the support set forth due to a change in any cited government regulation shall impose no liability on the U. S. Government. Logistical support to be provided by the Army (subject to availability of funds) is stated in paragraph 2 below.
- 2. Government furnished support to the AI means items furnished to the AI as contrasted to an individual. Logistical support described in "a" through "d" below is to be furnished on a non-reimbursable basis.
 - a. Computer Center space: Computer Center space will be provided for AI personnel. The adequacy of office space shall be discussed between the parties, however, final determination shall be made by the CO, WTB.
 - b. Repairs and Utilities (excluding telephones): As required to maintain office space in a good and safe condition. "Good and safe condition" shall be determined by the CO, WTB.
 - c. Office Furnishings: Provide desks and chairs, within available resources. The AI shall provide any specialized equipment required to support the office.
 - d. Custodial Services: The CO, WTB will provide custodial services as specified in the government janitorial contract.

B. Education Services Evaluation.

The CO, WTB shall, at his/her option, evaluate the overall performance of the AI and their administrative functions and determine if such is in conformity with this agreement. Within ten days of such evaluation, the CO, WTB shall provide his/her findings in writing to the AI. The AI shall have thirty calendar days to correct any violations of this agreement.

C. Reports.

The CO, WTB shall provide the format for reports and other records required to support this agreement.

D. Publicity.

1. The CO, WTB shall assist in publicizing the AI's educational support services within the geographical area encompassed by this agreement.

2. The CO, WTB shall allow, when possible, the AI to use station Plan of the Week (POW), newspaper(s), radio/TV station, bulletin boards, etc. to publicize services.

III. RESPONSIBILITIES OF THE ACADEMIC INSTITUTION

A. Career & Academic Services & Responsibilities.

Whereas the AI and CO, WTB mutually contend to offer the highest level and quality of transformative, personal discovery based services to enhance the well-being and of and increase the array of services to a transitioning population, the AI agrees to the following services and responsibilities:

- 1. Advisement services pertaining to AI programs will be provided by the Site Representative (SR) of the Academic Institution.
- 2. Educational support services to include course registration assistance, interpretation of career/personality test results, placement testing, referral, informational and other reasonable professional counseling services.
- 3. Advisement services will be provided a minimum of 6 hours per week.
- 4. The SR will provide information and educational materials regarding AI which SR determines will best result in successful transition.
- 5. The AI will inform all employees of any policy concerning base access and the requirement for a background check. The decision of the CO, WTB shall constitute final administrative action as to the matter.
- 6. AI will provide computer center for WTB personnel to access AI's Distance Learning courses, assessment, career services, career interest/personality testing and AI's student services. Pursuant to this:
 - a. each user of the computers at the computer center will sign a fair use policy (Appendix A).
 - b. AI computer systems will function autonomously on commercial ISP lines and shall never electronically interact with WTB secure and non-secure systems
 - c. AI will assume all costs associated with commercial ISP
- 7. The AI agrees that employee's salaries will not be based on the number of persons solicited or enrolled in their programs as a result of their presence on the installation. This includes, but is not limited to, paying commissions, bonuses, or any other incentive award(s) to include students affiliated with the institution's program(s).
- 8. The AI shall be responsible for preparation of explanatory publicity of a general nature. Publicity included in this agreement applies to such media as Plan of the Week (POW) and base newspaper.

- 9. Responsibility for the reproduction and/or distribution of publicity which is outside of normal military resources, i.e. commercially printed posters, brochures and paid advertisements in base commercial or local newspapers is to be assumed by the AI and at the AI's discretion.
- 10. If other educational services provided by AI, such as those described in Exhibit A, are requested by the CO, WTB, such services may be provided through a written modification to this agreement.

B. Office Space.

The AI shall utilize all office space provided by the CO, WTB for expressed purposes of fulfilling this agreement. All office space is provided on a space-available basis at the discretion of the CO, WTB and can be added or deleted by the same.

C. Safety, Damages and Claims.

The AI shall exercise reasonable care to prevent accidents, injury or damage to employees, students and property. The AI agrees to indemnify and hold harmless the Government of the United States, its agencies and instrumentalities against all suits, actions, claims, costs or demands for death, personal injury and property damage to which the Government of the United States, its agencies and instrumentalities might be subjected and/or held liable for damage arising or resulting from the fault, negligence, wrongful act, or omission of the AI, its employees or agents in the performance of the required services of this agreement.

D. Office Management.

- 1. The AI shall guarantee that the office will be open 6 hours per week, excluding on established Holidays. The established office hours will be strictly adhered to and conspicuously posted and publicized. Any changes in these hours will be approved by the CO, WTB.
- 2. The AI shall provide all necessary clerical assistance to support this agreement.
- 3. The AI shall require that its employees adhere to all U. S. Government and local base regulations including those covered under the standards of conduct. Additionally, employees of the AI shall fulfill any local base requirements which may be established as a condition of entry to or egress from the installation and facility.

E. Support /Equipment.

- 1. The AI will provide all necessary office equipment to include but not limited to computers and hardware, copy machine, facsimile (FAX) machine and computers.
- 2. The AI will provide its own commercial telephone service, if necessary. Installation and services will be at the expense of the AI. All other expenses required by CO, WTB shall be discussed between the parties, however, final determination shall be made by CO, WTB.

IV. ADDITIONAL AGREEMENT PROVISIONS

A. Base Access.

Regulations established by the CO, WTB, govern conditions of entry or egress from the installation and facility and establish specific criteria for access and eligibility for pass insurance.

B. Disputes.

By:

Except as otherwise provided in this agreement, any dispute concerning an interpretation of or a question of fact arising under this agreement which is not disposed of by mutual consent shall be decided by the CO, WTB, who shall reduce his/her decision to writing and mail or otherwise furnish a copy thereafter to the AI. The decision of the CO, WTB shall constitute final administrative action as to matters so arbitrated.

By: President, Board of Trustees

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement as of day and year written below.

FORT BLISS, TX	POUNTAIN V ALLET, CA 92/08-2397
WARRIOR TRANSITION BATTALION	11460 WARNER AVENUE FOUNTAIN V ALLEY, CA 92708-2597
COMMINDATE OF FICER	COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

Appendix A:

Acceptable Use Policy

Ft Bliss Campus Area Network (FBCAN) and Department of Defense (000) Non-classified Internet Protocol Network (NIPRNet) & Contractor Civilian Networks

- 1. Forward. This Acceptable Use Policy (AUP) outlines acceptable use of information within the FBCAN and DoD NIPRNet in accordance with Army Regulation (AR) 25-2, Information Assurance, dated 24 Oct 2007, AR 25-1, Army Knowledge Management and Information Technology Management dated, 30 June 2004, DoD 5500.7-R, "Joint Ethics Regulation.", and ALARACT 158/2008 IMPLEMENTATIONOF STANDARD DOD CONSENT BANNER AND USER AGREEMENT (UNCLASSIFIED). This AUP lists minimum-security rules and requirements that NIPRNet system users must follow. Each user must initial each page and sign the last page, acknowledging he/she understands the information and responsibilities.
- 2. Understanding of Individual Responsibility. I have the primary responsibility to safeguard information contained in the FIBCAN, and by extension, the DoD Non-classified Internet Protocol Network (NIPRNet) and civilian networks provided on the installation from unauthorized or inadvertent modification, disclosure, destruction, denial of service, and use in accordance with AR 25-2, Information Assurance, 24 Oct 07. By signing this AUP, I acknowledge that I access a Department of Defense (DoD) Information System or civilian service provided on a secure installation that is provided for U.S. Government-Authorized use only, and consent to the following conditions:
 - a. The government routinely monitors communications occurring on this information system, and any device attached to this information system, for purposes including, but not limited to, penetration testing, communications security (COMSEC) monitoring, network defense, quality control, and employee counterintelligence investigations.
 - b. At any time, the U.S. Government may inspect and seize data stored on this information system.
 - c. Communications using, or data stored on, this information system are not private, are subject to routine monitoring, interception, and search, and may be disclosed or used for any U.S. Government-authorized purpose.
 - d. This information system includes security measures (e.g., authentication and access controls) to protect U.S. Government interests--not for your personal benefit or privacy.
 - e. Notwithstanding the above, using an information system does not constitute consent to a personnel misconduct, law enforcement, or counterintelligence investigative searching or monitoring of the content of privileged communications or data (including work product) that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants. Under these circumstances, such communications and work product are private and confidential, as further explained below:
 - Nothing in this User Agreement shall be interpreted to limit the user's consent to, or in any other way restrict or affect any U.S. Government actions for purposes of network administration, operation, protection, or defense, or for communications security. This includes all communications and data on an information system, regardless of any applicable privilege or confidentiality.
 - The user consents to interception/capture and seizure of ALL communications and data for any authorized purpose (including personnel misconduct, law enforcement, or counterintelligence investigation). However, consent to interception/capture or seizure of communications and data is not consent to the use of privileged communications or data for personnel misconduct, law enforcement, or counterintelligence investigation against any party and does not negate any applicable privilege or confidentiality that otherwise applies.

In	itia	ls:	

- Whether any particular communication or data qualifies for the protection of a privilege, or is covered by a duty of confidentiality, is determined in accordance with established legal standards and DoD policy. Users are strongly encouraged to seek personal legal counsel on such matters prior to using an information system if the user intends to rely on the protections of a privilege or confidentiality.
- Users should take reasonable steps to identify such communications or data that the user asserts are protected by any such privilege or confidentiality. However, the user's identification or assertion of a privilege or confidentiality is not sufficient to create such protection where none exists under established legal standards and DoD policy.
- A user's failure to take reasonable steps to identify such communications or data as privileged or confidential does not waive the privilege or confidentiality if such protections otherwise exist under establishing legal standards and DoD policy. However, in such cases the U.S. Government is authorized to take reasonable actions to identify such communication or data as being subject to a privilege or confidentiality, and such actions do not negate any applicable privilege or confidentiality.

Ft Bliss Acceptable Use Policy

- These conditions preserve the confidentiality of the communication or data, and the legal protections regarding the use and disclosure of privileged information, and thus such communications and data are private and confidential. Further, the U.S. Government shall take all reasonable measures to protect the content of captured/seized privileged communications and data to ensure they are appropriately protected.
 - f. In cases when the user has consented to content searching or monitoring of communications or data for personnel misconduct, law enforcement, or counterintelligence investigative searching, (i.e., for all communications and data other than privileged communications 0data that are related to personal representation or services by attorneys, psychotherapists, or clergy, and their assistants), the U.S. Government may, solely at its discretion and in accordance with DoD policy, elect to apply a privilege or other restriction on the U.S. Government's otherwise-authorized use or disclosure of such information.
 - g. All of the above conditions apply regardless of whether the access or use of an information system, includes the display of a Notice And Consent Banner: When a banner 'is used, the banner 'functions to remind the user of the conditions that are set forth in this User Agreement, regardless of whether the banner describes these conditions in full detail, or provides a summary of such conditions, and regardless of whether the banner expressly references this User Agreement.
- 3. Understanding of Access Responsibility. Access to these networks is for official use and authorized purposes and as set forth in DoD5500.7-R, "Joint Ethics Regulation," or as further limited by this policy.
- 4. Revocability. Access to Army resources is a revocable privilege and subject to content monitoring and security testing.
- 5. Unclassified Information Processing. The NIPRNet is the primary unclassified information system for organizations and personnel assigned to Ft Bliss.
 - a. The NIPRNet provides unclassified communication to external DoD and other US Government organizations via electronic mail and Internet working protocols such as web, ftp, Telnet, etc.
 - b. The NIPRNet is approved to process UNCLASSIFIED, SENSITIVE information.
 - c. The NIPRNet and the Internet as viewed by the Ft Bliss Commander are synonymous. E-mail and E-mail attachments are vulnerable to interception as they traverse the NIPRNet and the Internet.
 - d. Civilian networks created to fulfill contractor services shall never directly nor indirectly connect to NIPRNet networks and shall function independent of these systems.

Initia	ls:

- 6. Minimum security rules and requirements. The following minimum security rules and requirements apply:
 - a. Authorized Personnel. Personnel are not permitted access to the NIPRNet unless in compliance with AR 25-2 and associated Best Business Practice (BBP) documents.
 - b. Security Awareness Training. Users must have completed the user security awareness training module. Users must participate in all training programs as required (inclusive of threat identification, physical security, acceptable use policies, malicious content and logic identification, and non standard threats such as social engineering) before receiving system access.
 - c. Passwords. All users will generate and protect password or pass-phrases. Passwords for non elevated permissions will consist of at least 10 characters with 2 each of uppercase and lowercase letters, numbers, and special characters. The only authorized user of this account is the NIPRNet system user. The user will not use their user ID, common names, birthdays, phone numbers, military acronyms, call signs, or dictionary-based words as password or pass-phrases. They will not reveal their individual password to anyone. Users will not store their password on any processor, microcomputer, magnetic or electronic media, unless such storage is approved in writing by the DOIM. Users will not store their password where it is accessible to other people.
 - d. USERID activity. As a NIPRNet system user, you understand that you are responsible for any and all activity that occurs under your assigned USERID and/or CAC Card. Government Computer. As a NIPRNet system user, you will use only authorized hardware and software. You will not download, install, or use any personally owned hardware, software, shareware, or public domain software on a government owned computer.
 - e. Secure Procedures. Users will use virus-checking procedures before uploading or accessing information from any system, diskette, attachment, compact disk, or web site.
 - f. Unauthorized Activities.
 - (1) Users will not attempt to access or process data exceeding my authorized Information Security classification level. Computers connected to the NIPRNet are not authorized for viewing, processing of classified information.
 - (2) Users will not alter, change, configure, or use operating systems or programs, except as specifically authorized, on Government-owned Information Systems.
 - (3) Users will not introduce executable code, i.e. exe, .com, .vbs, or .bat files without authorization; and will not write malicious code on Government-owned Information Systems.
 - g. Unauthorized Behavior. Users will not use Army or DoD provided Information Systems for commercial, financial gain, or illegal activities.
 - h. Unacceptable Activities. The following examples of activity define unacceptable activities on Army Information Systems:
 - (1) Using hacker or hacker related software on any FBCAN information system.
 - (2) Intentionally introduction of a virus, worm, or a Trojan horse on any computer or network within the FBCAN.
 - (3) The intentional breaking into, damaging, defacing, or destruction of any hardware or software system belonging to another person, activity, agency, or entity.
 - (4) Accessing Internet sites oriented to pornographic or sexually based material.
 - (5) Accessing gambling related sites.
 - i. E-mail use and restrictions. The following are considered unauthorized uses of e-mail:
 - (1) Creating, downloading, storing, copying, transmitting, or broadcasting chain letters.

- (2) Exploiting, or "spamming" list servers or similar broadcast systems for purposes beyond their intended scope to amplify widespread distribution of unsolicited e-mail(s).
- (3) Broadcasting unsubstantiated virus warnings or messages from sources other than approved DOIM, DA, or DoD Sources.
- (4) Broadcasting e-mail messages to large groups of e-mail users (entire organizations) instead of targeting intended, smaller specifically interested populations.
- j. Storage of personal Medical data or Privacy Act material. Storage or transmission of personal medical data or Privacy Act material without proper encryption or other safeguards is prohibited.
- k. Acceptable Activities. The following are acceptable activities and times for use on Army Information Systems, and are in accordance with the Ft Bliss Network Security Policy:
 - (1) During duty hours:
 - (a) Checking in with spouse or minor children
 - (b) Scheduling medical/dental appointments
 - (2) During lunch/non-duty hours:
 - (a) Arranging for home/auto repairs
 - (b) Brief visits/searches to acceptable Internet sites for personal use
- l. Labeling Classifications. Users will safeguard and mark appropriate classification level handling marking(s) on all information created, copied, stored, or disseminated from Information Systems, and users will not disseminate this information to anyone without a specific need to know.
- m. Authorized Maintenance. A System Administrator or authorized DOIM technician will perform all maintenance on all Government-owned Information Systems.
- n. Desktop Security. Users will use screen locks or an authorized, password-protected screensaver, set to activate automatically after ten minutes or less of inactivity. If departing the area, users will log off the workstation.
- o. Reporting Notification. Users will immediately report any suspicious output, files, shortcuts, links, or system problems to the DOIM Help Desk and cease all activities on the system.
- p. Guidance and Clarification. Users will address any questions regarding acceptable use or information assurance to the Ft Bliss DOIM Information Assurance Division.
- q. Data At Rest. I will use the approved Army tool (Combat Armor) for encrypting Data at Rest on all removable storage devices, and laptops that can leave the confines of the post.
- r. Signatures and Encrypting data in transit. I will use a *PKI* digital signature whenever I send email considered official business and/or contains sensitive information (see UNITED STATES CODE, TITLE 5, PART I, CHAPTER 5, SUBCHAPTER II, SUB SECTION 552A, THE PRIVACY ACT OF 1974,27 SEP 75.) Furthermore, I will encrypt data in email whenever the information is sensitive information protected by the Privacy Act of 1974, or information protected under the Health Insurance Portability and Accountability Act (HIPAA).
- 7. Privacy Act Statement. The authority for soliciting your social security number is EO 939. As in all identity information, this data will be protected and not disclosed to any commercial or unauthorized individuals or organizations; however, it can and will be used to identify you and may be disclosed to law enforcement authorities for purposes of investigating or prosecuting violations. Disclosure of this information is voluntary; however, failure to disclose requested information could result in denial of access to FBCAN Information.
- 8. Statement of Understanding. I understand that I may be subject to disciplinary action for any violation or abuse of access privileges.

- 9. Property Acknowledgement. I understand Information System hardware and software is the property of the Department of the Army. It is provided to me for official and authorized uses only, and is subject to monitoring and accountability for security purposes in an effort to ensure that use is authorized. I should not store data on Army Information Systems that I do not want others to see.
- 10. Acknowledgement to Monitoring. I understand that I may be monitored while on the Ft Bliss Network and that monitoring can and will be conducted for various purposes. I further understand that information captured during monitoring may be used for administrative or disciplinary actions and/or for criminal prosecution against me or other parties involved, I do not have a recognized expectation of privacy of official data on any FBCAN Information System.
- 11. Acknowledgement. I have read the Acceptable Use of Information Policy as pertains to the FBCAN and DoD NIPRNet and civilian networks, which are in accordance with AR 25-2, Information Assurance, dated 24 Oct 2007, AR 25-1, Army Knowledge Management and Information Technology Management dated, 30 June 2004, and DoD 5500.7-R, "Joint Ethics Regulation." I have read and understand the significance of minimum-security rules and requirements for NIPRNet system users, and acknowledge a thorough understanding of this information and my responsibilities of the measures listed in paragraph 6, a through s, and paragraphs 7 and 8 regarding the use of Ft Bliss Information Systems.

By signing this document, I am legally certifying that I have read, understand and accept my responsibilities under the Telework Acceptable Use Policy. My signature is a legally binding Signature that ensures the integrity and nonrepudiation of my intent to sign this AUP.

Date:	
Signature:	Last 4 of SSN:



Cognitive and Caregivers Boot Camp (CCBC) Certificate Program

The Cognitive and Caregivers Boot Camp (CCBC) Certificate Program is an online educational program designed to provide structured courses to address cognitive, psychosocial, and transitional issues related to the effects of brain injury. This program is designed to provide an overview of brain injury, application of cognitive strategies (including the use of handheld technology), and identifying and accessing appropriate resources for individuals living with brain injury, caregivers, and/or professionals. Courses:

- Strategies for Using a PDA
- Cognitive Strategy Building
- A Guide to Brain Injury
- Community Re-Integration

The CCBC program teaches students to apply these skills to practical, real-life home and work environments. In addition to the Certificate awarded by Coastline, the Academy of Certified Brain Injury Specialists (ACBIS) offers a voluntary national certification program for both entry-level staff and experienced professionals working in brain injury services. The CCBC Certificate Program prepares students for the ACBIS exam should they wish to pursue that certification. Certification is not restricted to any one profession or discipline. Rather, it is intended for anyone who delivers services specific to brain injury.

Course Title: Cognitive and Caregivers Boot Camp Certificate Program

Total Instructional Hours: 176 (over an 8-12 week period – to be determined) Students are expected to commit approximately 22 hours per week to complete within an 8 week period; approximately 14 hours per week for a 12 week period.

Course Start Date: As mutually agreed upon, the course may begin at any time.

Delivery Method: Hybrid – instruction delivered synchronous and asynchronous; includes onsite orientation during first week of program, and onsite facilitator 3 hours per week for weekly class meetings.

Cost: \$1,800 per student (minimum of 12). If less than 12, price is \$2,230 per student.

Price includes instruction, materials, onsite orientation, online curriculum/program access, and synchronous delivery with facilitator onsite.

Point of Contact:

Joycelyn Groot, Dean Military Contract Education

(714) 241-6161 jgroot@coastline.edu

More information about the program can be found at http://military.coastline.edu/abi/index.cfm

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Respondus and/or StudyMate Author License Agreement for Non-profit Educational Institutions

Definitions

Licensor: Respondus, Inc., a corporation duly organized and existing under the laws of the state of Washington, USA, having its corporate headquarters in Redmond, Washington, being proprietor of assessment tools for the education market.

Licensee: Coast Community College District (Golden West College) hereinafter "Coast", a California public education entity, is the Licensee under this License Agreement. Coast shall obtain a license for the Respondus and/or StudyMate Author software product(s) in accordance with the terms of this agreement.

Affiliates: Current employees, instructors, and teaching assistants of the Licensee.

Software Product(s) (licensed separately):

Respondus: A Windows-based software application named *Respondus* that enhances the assessment capabilities of course management systems.

StudyMate Author: A Windows-based software application named *StudyMate Author* that allows the creation of learning activities and games.

Duplication and Distribution Rights

The Licensee is permitted to redistribute the Software Product(s) to Affiliates for the duration of this license.

Affiliates are permitted to use the Software Product(s) only for educational or academic purposes. Use of the software for any other purpose (e.g., private consultant services) is prohibited. Affiliates have the right to use the Software Product(s) at an off-campus location (e.g., at home) provided that all use is related to non-profit educational or academic endeavors for the Licensee.

The Licensee shall make a good faith effort to limit distribution of the Software Product(s) to Affiliates. This includes, but is not limited to, preventing non-Affiliates access to the Software Product via internets, intranets, or the World Wide Web.

Faculty or employees who discontinue their affiliation with the Licensee do not have the right to continue using personal copies of the Software Product(s) obtained under the license, nor may former Affiliates obtain updates of the Software Product(s) from the Licensee. However, the Licensee is not under obligation to enforce such compliance by former Affiliates beyond its implementation of restrictions set forth above regarding access to the Software Product(s) by Affiliates.

The Licensee must display a full copyright notice on all copies of the Software Product(s) being redistributed to Affiliates.

The Licensee must not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that appears when the Software Product(s) is first started on a computer.

Any use or redistribution of the Software Product(s) in a manner not explicitly stated in this agreement, or not agreed to in writing by the Licensor, is strictly prohibited.

Term/Termination

This agreement commences on August 1, 2010, and shall terminate on July 31, 2011. If the Licensee has not issued payment for its annual license fee by August 1, the Licensor is permitted to withhold updates of the Software Product(s) and to restrict access to services that are available to Licensees in good standing. The Software Product(s) will cease to function after the license has expired. The Licensee may terminate this agreement at any time by notifying the Licensor of the termination and destroying all copies of the Software Product(s). If the Licensee terminates its license prior to the end of the term, the Licensor will not refund or prorate the Licensee for its licensing fees, nor will it reduce or waive any licensing fees still owed to the Licensor. Upon termination of the license, the former Licensee must make a good faith effort to eliminate further use of the Software Product(s) by Affiliates of the institution.

The Licensor has the right to terminate this agreement if the Licensee violates one or more terms in this agreement. If the Licensor sends a notice of termination to the Licensee, the Licensee must immediately discontinue all use of the Software Product(s). In addition, the Licensee may be subject to legal action by the Licensor.

Disclaimer of Warranty

While the Licensor has tried to ensure that the Software Product is accurate and free from defect, it is provided "as is" without warranty of any kind. The Licensee and its Affiliates assume the entire risk as to the results and performance of the Software Product(s). The Licensor disclaims all warranties, expressed or implied, including but not limited to implied warranties of fitness for a particular purpose. In no event shall the Licensor be liable for any damages whatsoever arising out of the use of, or inability to use, the Software Product(s).

Products and Services

Upon receipt of payment or purchase order, the Licensor will deliver or make available to the Licensee a campus-wide edition of the Respondus and/or StudyMate Author software. Each installation of the Software Product(s) will require Affiliates to enter the password information provided to the Licensee. Updates of the Software Product(s) will be made available to the Licensee at no additional charge. The Licensor will make available ticket-based support to two individuals designated by the Licensee. These individuals are known as "Authorized Support Persons." Under this license, Affiliates of the Licensee must channel all questions related to the Software Product(s) through the Authorized Support Persons, the latter of which must make a good-faith effort to answer such questions before submitting a support ticket at www.respondus.com or sending an email to support@respondus.com. It is up to the discretion of the Licensor to provide phone support in certain instances.

Ownership of Software

The Software Product(s) is copyrighted by the Licensor and remains the property of the Licensor. This license is not a sale of the original software or any copy. The Licensee owns the physical media on which the Software Product(s) is installed, but the Licensor retains title and ownership of the software and all other materials included as part of the Software Product.

License Fees

There are two fees: a one-time *registration* fee and an *annual* fee. Both fees are payable by the Licensee during the first year. In subsequent years, only the annual fee is due.

The one-time registration fee for all institutions is \$200. This is a one-time payment that initiates an institution's license for the Software Product(s). If the Licensee terminates its license, or fails to renew it by the annual renewal date, payment of the full registration fee is required to reestablish the license.

The *annual* fee is determined by the general size of the institution (generally based on the Full-Time Equivalency of student enrollments). The annual fee structure for a Respondus <u>or</u> StudyMate Author license is as follows:

Under 2,500 students	\$1695
2,501 to 10,000 students	\$2095
10,001 - 20,000 students	\$2545
20,001 – 30,000 students	\$2745
Over 30,000 students	Ask for Quote

If a college obtains a campus-wide license for both Respondus and StudyMate Author, a 50% discount will be applied to the annual fee of the second license.

Payment of the annual license fee is due by the renewal date.

Price Adjustment

The Licensor has the right to increase or decrease the annual license fee from year to year. If the Licensor intends to adjust the annual license fee, it must give notice to the Licensee no less than 60 days before the annual renewal date.

Prorating of Fees and Credits

The registration fee is not subject to prorating. During the first year of a license, the Licensor may, on its own discretion, prorate the annual license fee to adjust for a partial year of licensing.

General

This Agreement is made in and shall be governed by the laws of the State of California. The failure by a party to exercise or enforce any right hereunder shall not operate as a waiver of such party's right to exercise or enforce such right or any other right in the future. This Agreement may only be amended in a writing executed by both parties, and no purchase order or other document that purports to modify or supplement this Agreement shall add to or vary the terms of this Agreement.

Initiating a License

To obtain a campus-wide license for Software Product(s), fill out the *Ordering and Contact Information* form below and return it with a purchase order or payment.

Jerry Patterson, CCCD Board President	Date

Respondus and/or StudyMate Author Campus License Ordering & Contact Information

Department: Staff Development

To obtain a campus-wide license for Respondus and/or StudyMate Author, fill out the following form and return it to Respondus with your purchase order or payment. Please allow 2-3 days for

processing.	
Product: [X] Respondus [] StudyMate Au	thor [] Respondus and StudyMate Author
[] Blackedard == ····· ([X] Blackboard Enterprise (6.3 – 9.x)] Blackboard Vista/CE Enterprise (WebCT
] Desire2Learn] Moodle
Institution: Campus/Branch: Golden West	
Provide the Full-Time Equivalency student e nearest thousand): 13,000	enrollment at your campus (round down to the
Administrator Contact This is the person who receives all information updates, licensing, and billing information.	related to the Respondus software, including product
Name: Pam Pacheco	Address: 1574 Golden West Street
Position: Staff Assistant	City/State/Zip: Huntington Beach, CA
92647	
Department: Online Instruction	Telephone: (714) 895-8236
E-mail: ppacheco@gwc.cccd.edu	Fax: (714) 895-8268
Authorized Support Persons These are the two individuals permitted to rece	rive technical support from Respondus.
Name: Jan Harmon	Address: 1574 Golden West Street
Position: Multimedia Development Specialis	st City/State/Zip: Huntington Beach, CA
92647	
Department: Online Instruction	Telephone: (714) 895-8947
E-mail: jharmon@gwc.cccd.edu	Fax: (714) 895-8268
Name: Joyce Bishop	Address: 1574 Golden West Street
Position: Co-Chair Staff Development	City/State/Zip: Huntington Beach, CA
92647	
Denartment: Staff Development	Telephone: (714) 895-8304

E-mail: jbishop@gwc.cccd.edu

Fax

Return to:

Respondus, Inc. Fax: 425-881-3329 8201 164th Ave NE, Suite 200 Email: sales@respondus.com

P.O. Box 3427

Redmond, WA 98052

USA

COAST COMMUNITY COLLEGE DISTRICT EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT (MULTI-YEAR)

- 1. <u>Parties.</u> The Coast Community College District ("District") and <u>Kristin L. Clark</u> ("Administrator") hereby enter into this Educational Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
- 2. <u>Position</u>. The District hereby employs Administrator in the position of <u>Vice</u> <u>President of Student Services</u>.
- 3. <u>General Terms and Conditions of Employment</u>. This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
- 4. <u>Duties and Responsibilities.</u> Administrator agrees to perform all of the duties, and accepts all of the responsibilities, as specified in the job specifications for the named position, and all duties and responsibilities which may be delegated or assigned to Administrator by the Board of Trustees, the Chancellor, or the supervising administrator(s).
- 5. <u>Term.</u> District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing <u>8/1/10</u> and ending <u>6/30/12</u>. This Agreement expires on <u>6/30/12</u> and is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*. Nevertheless, District shall make a good faith effort to notify Administrator by December 30 of the last year of this Agreement whether District intends to reemploy Administrator for another term, whether District does not intend to re-employ Administrator for another term, or whether District has not yet made a determination about reemployment.
- 6. Salary. District shall pay a salary to Administrator according to Salary Schedule **DD**, Range **34**, Step **9**, payable on a monthly basis. Salary for a service period less than the full academic year shall be paid on a prorated basis. Initial placement and advancement on the salary schedule shall be determined by District. District may increase the salary during the term of this Agreement.
 - 7. Work Year. The work year for this Agreement is 12 months.
- 8. <u>Health and Welfare Benefits.</u> District shall provide the Administrator with health and welfare benefits as approved by the Board of Trustees for all District educational administrators. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.

- 9. <u>Fringe Benefits.</u> Administrator shall receive all fringe benefits including, but not limited to, vacation, sick leave, holidays, leaves of absence, and reimbursement of job-related expenses, as specified in Board policy and regulations. Such benefits shall be as currently provided or as subsequently modified by the Board of Trustees.
- 10. **Evaluation.** Administrator should be evaluated within six months after initial employment in an administrative assignment. Thereafter, Administrator shall be evaluated pursuant to District policy and regulations. An evaluation should be completed prior to November 30 of the last academic year of the Agreement for administrators with agreements exceeding one year,
- 11. Retreat Rights. If Administrator's first date of paid service was prior to July 1, 1990, Administrator's rights to faculty tenure are governed by the laws of the State of California in effect as of June 30, 1990. The retreat rights for Administrator, if hired on or after July 1, 1990, and if Administrator does not have faculty tenure in the District, shall be in accordance with Board Policy #050-1-16 and Education Code § 87458; in this case, Administrator's initial placement on the faculty salary schedule will be at a column and step to be determined by District.
- 12. Return to Tenured Faculty Position. If Administrator has tenure in the District, and if Administrator has not been dismissed pursuant to Section 14 of this Agreement, then Administrator will be entitled to return to a tenured faculty position upon termination or expiration of this Agreement, with years of service in an administrative position at the District accruing for placement on the Faculty Salary Schedule.
- 13. <u>Dismissal or Imposition of Penalties During the Term of this Agreement:</u>
 Pursuant to Section 72411.5 of the *Education Code*, if Administrator does not have faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be insubordination, incompetence, unsatisfactory performance, unprofessional conduct, inability to perform, and persistent or serious violation of law or of District policy or procedures. Administrator shall be entitled to due process protections as required by law.
- 14, <u>Dismissal or Imposition of Penalties During the Term of this Agreement if Tenured</u>, Pursuant to Section 72411.5 of the *Education Code*, if Administrator has faculty tenure in the District, then the grounds for dismissal or for imposition of penalties on Administrator during the term of this Agreement shall be in accordance with the statutory provisions applicable to tenured faculty members as set forth in Section 87732 of the *Education Code*. Administrator shall be entitled to due process protections as required by law.
- 15. <u>Buy-Out of Agreement.</u> Pursuant to Government Code § 53260, except if the District terminates this Agreement pursuant to Sections 13 or 14 of this Agreement, the maximum cash settlement that Administrator may receive shall be an amount equal to the monthly salary of Administrator multiplied by the number of months left on the unexpired term of this Agreement. However, if the unexpired term of this Agreement is greater than 18 months, the maximum cash settlement shall be an amount equal to the monthly salary of Administrator multiplied by 18.

- Reassignment During the Term of the Agreement. The Board of Trustees may, without cause, reassign Administrator to any administrative or faculty position for which Administrator is qualified. In consideration of the District's right of reassignment, the District shall pay to Administrator his or her current salary for the remainder of the term of this Agreement.
- 17. <u>Savings Clause.</u> If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.
- 18. <u>Entire Agreement</u>. This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.
- 19. <u>Amendment.</u> This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

Jerry Patterson	Date	
President, Board of Trustees		
Kustin B	7/15/10	
Administrator	Date	•

•		

STATE OF CALIFORNIA STANDARD AGREEMENT AMENDMENT STD. 213 A (Rev 6/03)

	CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED Pages	AGREEMENT NUMBER 09-201-019 REGISTRATION NUMBER 3680	AMENDMENT NUMBER
1.	This Agreement is entered into between the State Agency and C	Contractor named below:	
	CA Department of Boating and Waterways CONTRACTOR'S NAME	<u> </u>	
	Coast Community College District (OCC School of Sailing & S	eamanship)	
2.	The term of this		
	Agreement is February 1, 2010 through	January 31, 2025	
3.	The maximum amount of this \$29,650.00	x Hundred Fifty Dollars and	No Cents
4.	The parties mutually agree to this amendment as follows. All ac of the Agreement and incorporated herein:		
	1. Amendment 1 adds \$5,000.00 expended in accordance with	the revised "year one" Bud	dget Page.
	2. Replace Exhibit C of the original contract with revised Exhibit C (GT	C610-1), attached.	

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		Use Only
Orange Coast College of Sailing and Seamanship		İ
BY (Authorized Signature)	DATE SIGNED (Do not type)	1
<u>&</u>		
PRINTED NAME AND TITLE OF PERSON SIGNING		1
ADDRESS		1
1801 W. Coast Hwy		
Newport Beach, CA 92663		
STATE OF CALIFORNIA		
AGENCY NAME		
CA Department of Boating and Waterways		
BY (Authorized Signature)	DATE SIGNED (Do not type)]
ø.		
PRINTED NAME AND TITLE OF PERSON SIGNING		Exempt per:
Lucia C. Becerra, Acting Director		
ADDRESS		1
2000 Evergreen Street #100, Sacramento, CA 95815		
		<u></u>

ATTACHMENT A

Budget Page - Year One REVISED

Equipment

	· ·	SUBTOTAL		\$8,875.00
4.				
3.				
2.	Youth Life Jackets	\$38.75	20	\$ 775.00
1.	Lido 14 Main & Jib Sails	810.00	10	\$,8100.00
Line Item Number	Item	Cost	Quantity	Extension

Scholarships
Note: Group by name of course, e.g. Basic Sailing, if there are two courses of the same name but with different costs per student, separate them by cost of each course

Line			1	1
Item Number	Name of Course	No. of Students	Cost per Student	Extension
1.	Beginning Sailing & Boating Safety for At-Risk Youth	225	\$60.00	\$13,500.00
2.	Beginning Sailing & Boating Safety for Middle School	35	\$105.00	\$3,675.00
3.	SafePower boating for High School & College Students	24	\$100.00	\$2,400.00
4.			<u> </u>	
	SUBT	OTAL	1	\$19,575.00

Instructor Training

Line Item Number	Name of Course	No. of	Cost per	Extension	
1.	CA DBW Conferences	Students 1	\$200.00	\$200.00	
2.	US SAILING Cruising Instructor Course	1	\$475.00	\$475.00	
3.	US SAILING Level 1 Instructor Course	1	\$325.00	\$325.00	
4.	US SAILING Cruising Powerboat Instructor Course	1	200.00	\$200.00	
	SUBTOTAL				

Total Grant Amount \$ 29,650.00

Contractor Name: _	u		
Signature:		Date:	

EXHIBIT C

GTC 610-1

GENERAL TERMS AND CONDITIONS

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. <u>AUDIT</u>: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: The Grantee waives all claims and recourses against the Department, including the right to contribution for any losses or damages arising from, growing out of, or in any way connected with or incident to this Agreement.
- 6. <u>DISPUTES</u>: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. <u>TERMINATION FOR CAUSE</u>: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
- 8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

- 9. <u>RECYCLING CERTIFICATION</u>: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. DELETED

- 12. TIMELINESS: Time is of the essence in this Agreement.
- 13. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. <u>GOVERNING LAW</u>: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. <u>ANTITRUST CLAIMS</u>: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the

Business and Professions Code.

- 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 17. <u>UNENFORCEABLE PROVISION</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. <u>PRIORITY HIRING CONSIDERATIONS</u>: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded

by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. <u>SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING</u> REQUIREMENTS:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER
09-201-018
REGISTRATION NUMBER

				REGISTRATION NUM	MBER
1.	This Agreement is entere	d into between the Stat	e Agency and	the Contractor named belo	w:
	STATE AGENCY'S NAME				
	Department of Boating	g and Waterways			
	CONTRACTOR'S NAME				
	Orange Coast College of	Sailing & Seamanship			
2.	The term of this Agreement is:	February 1, 2010	through	January 31, 2025	
3.	The maximum amount of this Agreement is:	\$ 24,650.00		-	
4.	The parties agree to comp part of the Agreement.	oly with the terms and c	onditions of the	following exhibits which a	re by this reference made a
	Exhibit A – Scope of Wo	rk, Equipment List	-		17 page(s)
	Exhibit B – Special Term	ns and Conditions			8 page(s)
	Exhibit C – General Terr	ms and Conditions GT0	C 307-1		4 page(s)
	Exhibit D – Contractor C	ertification Clauses CC	C 307		5 page(s)
	Exhibit E – Darfur Contra	acting Act			1 page(1)

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR			artment of General es Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, part	nership, etc.)		S GGC OMY
Orange Coast College of Sailing & Seamanship			
BY (Authorized Signature)	DATE SIGNED(Do not type)		
& Jerry M Sotters	4-8-10		
PRINTED NAME AND TITLE OF PERSON SIGNING			
ADDRESS			
1801 W. Coast Hwy			
Newport Beach, CA 92663			
STATE OF CALIFORNIA			
AGENCY NAME			
CA Department of Boating and Waterways			
BY (Authorized Signature)	DATE SIGNED(Do not type)		
PRINTED NAME AND TITLE OF PERSON SIGNING		☑ Exempt per:	scm 4.04
Raynor Tsuneyoshi, Director		-	
ADDRESS		l	
2000 Evergreen Street, Suite 100, Sacramento, CA 95815			

ATTACHMENT A

Budget Page - Year One

Equipment

Line Item Number	Item	Cost	Quantity	Extension
1.	Lido 14 Main & Jib Sails	\$810.00	5.00	\$4,050.00
2.		\$0.00	0.00	\$0.00
3.		\$0.00	0.00	\$0.00
4.		\$0.00	0.00	\$0.00
		SUBTOTAL		\$4,050.00

Scholarships

Note: Group by name of course, e.g. Basic Sailing, if there are two courses of the same name but with different costs per student, separate them by cost of each course

Line Item	Name of Course	No. of	Cost per	Extension
Number		Students	Student	Extension
1.	Beginning Sailing & Boating Safety for At-Risk Youth	225.00	\$60.00	\$13,500.00
2.	Beginning Sailing & Boating Safety for Middle School	35.00	\$105.00	\$3,675.00
3.	SafePower boating for High School &College Students	24.00	\$100.00	\$2,400.00
4.		0.00	\$0.00	\$0.00
	S	UBTOT.	AL	\$19,575.00

Instructor Training

4.		0.00	\$0.00	\$0.00
3.	US SAILING Level 1 Instructor Course	1.00	\$325.00	\$325.00
2.	US SAILING Cruising Instructor Course	1.00	\$475.00	\$475.00
1.	CA DBW Conferences	1.00	\$200.00	\$200.00
Line Item Number	Name of Course	No. of Students	Cost per Student	Extension

National Safe Boating Week

Line Item Number	Item /Scholarship/Staffing Expense	No. of items/ Students	Cost per item / Student	Extension
_1.		0.00	\$0.00	\$0.00
2.		0.00	\$0.00	\$0.00
3.		0.00	\$0.00	\$0.00
4.		0.00	\$0.00	\$0.00
		SUBTOTAL		\$0.00

Total Grant Amount \$24,650.00

Contractor Name: OCC School of Sailing & Seaman

Signature:

EXHIBIT C

GTC-307-1

GENERAL TERMS AND CONDITIONS

- 1. <u>APPROVAL</u>: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
- 2. <u>AMENDMENT</u>: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
- 3. <u>ASSIGNMENT</u>: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
- 4. <u>AUDIT</u>: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
- 5. <u>INDEMNIFICATION</u>: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
- 6. <u>DISPUTES</u>: Contractor shall continue with the responsibilities under this Agreement during any dispute.
- 7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

- 8. <u>INDEPENDENT CONTRACTOR</u>: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. <u>RECYCLING CERTIFICATION</u>: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. DELETED

- 12. <u>TIMELINESS</u>: Time is of the essence in this Agreement.
- 13. <u>COMPENSATION</u>: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

- 15. <u>ANTITRUST CLAIMS</u>: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- a. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. <u>CHILD SUPPORT COMPLIANCE ACT</u>: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
- a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

- b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."
- 17. <u>EFFECT OF UNENFORCEABLE PROVISIONS</u>: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 18. <u>PRIORITY HIRING CONSIDERATIONS</u>: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.