
AGENDA

**Coast Community College District
Regular Meeting of the Board of Trustees
Date: Wednesday, August 18, 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 Roll Call

1.02 Call to Order

1.03 Public Comment (Closed Session – Items on Agenda)

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

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

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

1.04 Recess to Closed Session

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

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

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Interim Vice President, Student Services & Economic Development
 - b. Interim Director of Accessibility Center for Education (ACE)
6. Classified Management
 - a. Interim Director, Financial Aid

7. Classified Staff
8. Reclassification and Reorganization/Reassignment
 - a. Director, College Support Services
9. Classified Temporary Assignments
 - a. Special Assignment
 - b. Groundskeeper, Lead
 - c. Staff Specialist
 - d. Executive Assistant to the President
10. Hourly Staff
11. Substitute Classified
12. 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
 Jacobson v. Coast Community College District (Arbitration)
 Williams v. Barr, et al., US District Court Case No. SACVIO-47 DOC (MLGX)
 Lopez vs. Golden West College, Office for Civil Rights Case No. 09-10-2094
 Magana vs. Coast Community College District et al., Orange County Superior
 Court Case No. 30-2010-00346951
 Coast Community College Association vs. Coast Community College District,
 PERB Case#LA-CE-54-36-E
 Coast Community College District vs. MEP, Inc. et al., Orange County Superior
 Court Case No. 30-2010-00380564

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

Significant exposure to litigation: Claim filed by FM & Sons
 Significant exposure to litigation: Claim filed by Damian Rodriguez

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

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

- 1.05 Reconvene Regular Meeting at 6:30 p.m.
- 1.06 Pledge of Allegiance – Trustee Walter G. Howald
- 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
- 2.00 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 Report from the Chancellor
 - 2.02 Reports from the Presidents
 - 2.03 Reports from the Officers of Student Government Organizations
 - 2.04 Reports from the Academic Senate Presidents
 - 2.05 Reports from Employee Representative Groups
 - 2.06 Reports from the Board of Trustees
 - 2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates
 - 2.08 Presentation- Orange Coast College
Presentation to the Board of Trustees from Doug Bennett, Executive Director,
Orange Coast College Foundation on the Orange Coast College Planetarium
 - 2.09 Distance Education Report 2009-2010
- 3.00 Matters for Review, Discussion and/or Action

- 3.01 Review of Board Meeting Dates
- 3.02 Consideration of Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)
- 3.03 Opportunity for the Board to Review the Board Directives Log
- 3.04 Legal Opinion Regarding Revision to Board Policy # 010-2-7
- 3.05 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
- 3.06 Discussion of District and College Foundations
 - Opportunity for the Board of Trustees to Discuss Role, Responsibilities and Legal Requirements Regarding District and College Foundations
- 4.00 Travel Authorizations, Board and Staff
 - 4.01 District Travel
- 5.00 Authorization for Student Trips
 - 5.01 Orange Coast College
 - 5.02 Golden West College
 - 5.03 Coastline Community College
- 6.00 Authorization for Special Projects
 - 6.01 Golden West College
 - 6.02 Orange Coast College
 - 6.03 Coastline Community College
- 7.00 Authorization to Apply for Funded Programs
 - 7.01 Authorization to Apply for Funded Programs
- 8.00 Authorization for Disposal of Surplus
 - 8.01 Authorization for Disposal of Surplus
- 9.00 Authorization to Enter Into Standard Telecourse Agreements
 - 9.01 Coastline Community College

- 10.00 Approval of Clinical Contracts
 - 10.01 Orange Coast College
- 11.00 Approval of Standard Agreements
 - 11.01 OCC – Neptune School of Wine
Approve Standard Agreement between the Neptune School of Wine and the Coast Community College District for the purpose of teaching a Certificate in Wine and Spirits course offered by Orange Coast College
 - 11.02 OCC – SEIUUH
Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and SEIUUHW – West & Joint Employer Educational Fund (COMPANY), for the purpose of offering instruction in Math N008 “Pre-Algebra”
 - 11.03 OCC – Vital Link
Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and Vital Link (COMPANY), for the purpose of providing guest speakers, industry experts, tours and catering services for a Contract Education program offered by Orange Coast College
 - 11.04 OCC – Head Start
Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in Disaster Preparedness (EC262)/Health & Safety in the Preschool Classroom (EC199)
 - 11.05 GWC – Internship Agreements
Approve Standard Internship Agreements
 - 11.06 District Approval of Standard Architectural Services Agreement
Recommendation for Approval of Proposed District Standard Architectural Services Agreement
- 12.00 Authorization for Purchase of Institutional Memberships
 - 12.01 Golden West College
 - 12.02 Orange Coast College
 - 12.03 District
 - 12.04 Coastline Community College
- 13.00 Authorization for Off-Campus Assignments
 - 13.01 Coastline Community College
 - 13.02 District

- 14.00 Authorization for Community Activities
 - 14.01 Orange Coast College
- 15.00 Authorization for Sailing Program
 - 15.01 Orange Coast College
- 16.00 Personnel Items
 - 16.01 District
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
 - b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
 - c. Authorization for Schedule Changes, Classified Staff
 - d. Authorization for Professional Experts
 - e. Authorization for Monthly Travel Allowances
- 17.00 Authorization for Independent Contractors
 - 17.01 Golden West College
 - 17.02 Orange Coast College
 - 17.03 Coastline Community College
 - 17.04 District
- 18.00 Authorization for Professional Development Program
 - 18.01 District
- 19.00 Approval of Purchase Orders
 - 19.01 District
- 20.00 Ratification/Approval of Checks
 - 20.01 District
- 21.00 Check List for General Obligation Bond Fund
 - 20.01 District
- 22.00 Authorization for Special Payments
 - 22.01 Orange Coast College

23.00 Approval of Agreements

- 23.01 GWC – Streaming Media Online Instructional Materials
Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be Posted Online
- 23.02 GWC – Puente Project
Approve Non-Standard Agreement between the Regents of the University of California and the Coast Community College District to Administer the Puente Project
- 23.03 OCC – Smarthinking, Inc.
Approve Non-Standard Agreement between Smarthinking, Inc. and the Coast Community College District
- 23.04 OCC – Core Performance Concepts Inc.
Approve Non-Standard Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the purpose of teaching a PMPEXam Preparation Training program offered by Orange Coast College
- 23.05 OCC – Research Chefs Association
Approve Non-Standard Agreement between the Research Chefs Association and the Coast Community College District for the purpose of teaching an online Culinary workshop offered by Orange Coast College
- 23.06 CCC – Commander, Navy Region Southwest
Approve Memorandum of 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
- 23.07 CCC – Southern California Edison
Approve Agreement with Southern California Edison (SCE) for Monetary Incentive
- 23.08 CCC – Crystal Rose Catering
Approve Vendor Site Agreement between Crystal Rose Catering and the Coast Community College District to Establish a Food Kiosk for the Benefit of Students Located at the Coastline Community College Le-Jao Center
- 23.09 CCC – Neo Networking, Inc.
Approve Agreement between Neo Networking, Inc. and the Coast Community College District to provide Customer with a Diagnostic, Remedial and Maintenance Services of the Client's Computer Network
- 23.10 GWC – Streaming Media P.O.S.T
Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming of P.O.S.T. Case Law Today Series

- 23.11 GWC – Electronic Recyclers of America, LLC
Approve Non-Standard Agreement between Electronic Recyclers of America, LLC and the Coast Community College District for Electronic Recycling Service
- 23.12 District – Approval of Agreement, Wilkerson
Approval of Employment Agreement, Interim Vice President Student Services & Economic Development, CCC
- 23.13 Enterprise Rent-A-Car
Authorization to Enter Into a Lease Agreement between Enterprise Rent-A-Car Company of Los Angeles and the Coast Community College District
- 23.14 District – Approval of Agreement, Busenbark
Approval of Employment Agreement, Interim Director of Accessibility Center for Education (ACE), GWC
- 24.00 Buildings and Grounds Approvals
 - 24.01 District – Change Order ABC
Approve Change Order No. 2; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965
 - 24.02 District – Bid Tabulations NBLC
Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase I; Bid No. 1977
 - 24.03 District – Cambridge West Partnership, LLC
Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation for 2010-2011
 - 24.04 District – UCMI, Inc.
Approve Standard Professional Services Agreement with UCMI, Inc.; Coastline Community College Newport Beach Learning Center
 - 24.05 District – Steinberg Architects
Approve Addendum No. 3 to Steinberg Architects; Golden West College Learning Resource Center
- 25.00 General Items of Business
 - 25.01 District – Vision, Mission and Goals
Receive and File Report to the Board of Trustees on Coast Community College District Vision, Mission and Goals, and Approve Coast Community College District, Vision, Mission and Goals, and District Logo Format
 - 25.02 OCC – Study Abroad Program
Authorization to Conduct a Short-Term Study Abroad Program in London, England, Summer 2011
 - 25.03 District – Approval of Material Fees
Instructional Material Fees

- 25.04 District – Approval of the District's Cooperative Work Experience Education Plan
After Review by the Interim Vice Chancellor, Educational Services and the District-
Wide Career Technical Education Steering Committee, it is recommended by the
Chancellor that the Board approves the Cooperative Work Experience Education
Plan for submission to the State Chancellor's Office
- 25.05 District – Citizens' Oversight Committee
Re-Appointments to Citizens' Oversight Committee to Fill Vacant Positions
- 25.06 District – Salary Schedules
Authorization to Approve Salary Schedules for 2010-2011
- 25.07 District – Approval of Contractors
Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual
Agreement for Contractor Services
- 25.08 District – Five-Year Construction Plan
Authorization for Approval and Submission of the 2012-2016 Five-Year
Construction Plan; Orange Coast College, Golden West College, Coastline Collège,
and the District
- 25.09 District – Legislative Task Force
Consideration of Appointment to the Orange County Legislative Task Force for
2010-2011
- 26.00 Resolutions
 - 26.01 Orange Coast College
Coast Community College District Board of Trustees Resolution # 10-14, Adoption
of Resolution to Enter Into an Agreement with the California State Consumer
Services Agency for Surplus Property for Orange Coast College
 - 26.02 District
 - a. Coast Community College District Board of Trustees Resolution # 10-15,
Approval of Resolution to Participate in the State Capitol Outlay Program Budget
Year 2012-2012
 - b. Coast Community College District Board of Trustees Resolution # 10-16,
Approval of Resolution to Participate in the State Capitol Outlay Program Budget
Year 2012-2012
 - c. Coast Community College District Board of Trustees Resolution # 10-17,
Approval of Resolution to Participate in the State Capitol Outlay Program Budget
Year 2012-2012
- 27.00 Approval of Minutes
 - 27.01 Approval of Minutes
Approval of Minutes for the July 21, 2010 and August 4, 2010 Board Meetings
- 28.00 Policy Implementation
 - 28.01 Policy Implementation

Adoption of Amended Nepotism Policy, # 050-1-1.09, Recommended by Hiring
Policy Task Force

- 29.00 Public Comment (Items Not on Agenda)
- 29.01 Public Comment (Items Not on Agenda)
- 30.00 Adjournment

**Wednesday, August 18, 2010
Regular Meeting**

1. Preliminary Matters

Subject	1.01 Roll Call
Meeting	Aug 18, 2010 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

Subject	1.02 Call to Order
Meeting	Aug 18, 2010 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

Subject	1.03 Public Comment (Closed Session - Items on Agenda)
Meeting	Aug 18, 2010 - Regular Meeting
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Subject **1.04 Recess to Closed Session**
Meeting Aug 18, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

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))

1. Faculty Special Assignments
2. Substitute Faculty
3. Full-time Faculty
4. Part-time Faculty
5. Educational Administrators
 - a. Interim Vice President, Student Services & Economic Development
 - b. Interim Director of Accessibility Center for Education (ACE)
6. Classified Management
 - a. Interim Director, Financial Aid
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
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1.04.02 Conference with Legal Counsel: Existing Litigation **(Pursuant to sub-section "a" of Government Code Section 54956.9)**

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

1.04.03 Conference with Legal Counsel: Anticipated Litigation

(Pursuant to sub-section "b" of Government Code Section 54956.9)

Significant exposure to litigation: Claim filed by FM & Sons

Significant exposure to litigation: Claim filed by Damian Rodriguez

1.04.04 Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

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

Subject **1.05 Reconvene Regular Meeting at 6:30 p.m.**
Meeting Aug 18, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Subject	1.06 Pledge of Allegiance
Meeting	Aug 18, 2010 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

Pledge of Allegiance - Trustee Walter G. Howald

Subject **1.07 Report of Action in Closed Session (if any)**

Meeting Aug 18, 2010 - Regular Meeting

Category 1. Preliminary Matters

Access Public

Type Preliminary Matters

Subject	1.08 Public Comment (Open Session - Items on Agenda)
Meeting	Aug 18, 2010 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

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Subject **1.09 Presentations, Ceremonial Resolutions and Public Hearings**
Meeting Aug 18, 2010 - Regular Meeting
Category 1. Preliminary Matters
Access Public
Type Preliminary Matters

Acceptance of Retirements - Employees with 10 or more Years of Service to the District

It is recommended that the following retirements of employees with 10 or more years of service to the District be accepted:

Administrator

Bond, Barbara, Dean, Physical Education and Athletics, retirement effective 08/03/10.

Whereas, Barbara Bond, Dean, Physical Education and Athletics is retiring after 34 years at Orange Coast College effective the third day of August 2010; and

Whereas, after serving as a physical education instructor and successful coach for 29 years, in 2004 Barbara Bond became the college's seventh athletic director. During her career at OCC, Barbara coached five sports including field hockey, women's basketball, badminton and softball. She introduced women's soccer to OCC in 1979 and coached the team for 22 years, leading the Pirate soccer team to six conference championships and two state titles. Barbara Bond was named the Orange Empire Conference's "Soccer Coach of the Year" five times and was honored as the conference's "Coach of the Year" for all sports. In 2002, the National Soccer Coaches Association voted her the West Region "Coach of the Year," and she was inducted into the Community College Soccer Hall of Fame in 2005; and

Whereas, Barbara Bond assisted in the programming and design of the new Fitness Complex and softball field; was responsible for the re-design of the baseball and soccer fields; the remodel of LeBard Stadium, including the installation of artificial turf and the upgrading of the press box; and the remodel of the foyer and façade of Peterson Gymnasium; and

Whereas, Barbara Bond said, "I've grown up on this campus." Her children, Kai and Brett, attended many games as youngsters while she was coaching one of her many teams. Both of her children are OCC graduates and played sports for the Pirates. Kai was a member of OCC's water polo team and won the squad's MVP award. He was named "Pirate of the Year." Daughter, Brett, played two years of volleyball at Orange Coast; and

Whereas, an Orange County native, Barbara Bond graduated from Santa Ana Valley High School. She competed in volleyball and swimming at California State University at Long Beach. She earned her B.A. and M.A. degrees in physical education. Before joining OCC's faculty in 1975, Barbara Bond taught for three years at Foothill High School in Tustin. She has played softball since high school. She's competed twice in the Senior Olympics, and on five occasions has won world championship rings for softball. The Laguna Beach resident also enjoys working with stained glass and spending time at the beach with her family.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Barbara Bond 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 Barbara Bond on this day, the eighteenth of August in the year 2010.

2. Informative Reports

Subject	2.01 Report from the Chancellor
Meeting	Aug 18, 2010 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	Informative Reports

Dr. Ding-Jo H. Currie, Chancellor

Subject **2.02 Reports from the Presidents**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **2. Informative Reports**
Access **Public**
Type **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.

The following college presidents or designee will provide a report to the Board:

Dr. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, Golden West College

Subject **2.03 Reports from the Officers of Student Government Organizations**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **2. Informative Reports**
Access **Public**
Type **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.

Reports from the Officers of Student Government Organizations

Coastline Community College
Golden West College
Orange Coast College

Subject **2.04 Reports from the Academic Senate Presidents**
Meeting Aug 18, 2010 - Regular Meeting
Category 2. Informative Reports
Access Public
Type 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.

Reports from the Academic Senate Presidents

Coastline Community College
Golden West College
Orange Coast College

Subject **2.05 Reports from Employee Representative Groups**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **2. Informative Reports**
Access **Public**
Type **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.

Reports from Employee Representative Groups

Coastline Community College
Golden West College
Orange Coast College

Subject **2.06 Reports from the Board of Trustees**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **2. Informative Reports**
Access **Public**
Type **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.

Reports from the Board of Trustees

Trustee Jerry Patterson, Board President
Trustee Dr. Lorraine Prinsky, Board Vice President
Trustee Jim Moreno, Board Clerk
Trustee Walter G. Howald
Trustee Mary L. Hornbuckle

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

Meeting Aug 18, 2010 - Regular Meeting

Category 2. Informative Reports

Access Public

Type Informative Reports

Board Committees

Accreditation Committee

Audit Committee

Budget Committee

Career Technical Education Committee

Land Development Committee

Personnel Committee

Orange County Legislative Task Force

Upcoming Meetings

Budget Committee, August 24, 2010 at 11:00 a.m., Board of Trustees Conference Room

Land Development Committee, September 9, 2010 at 2:00 p.m., Board of Trustees Conference Room

Personnel Committee, September 20, 2010 at 10:00 a.m., Board of Trustees Conference Room

Career Technical Education Committee, September 23, 2010 at 2:00 p.m., Board of Trustees Conference Room

Subject **2.08 Presentation - Orange Coast College**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **2. Informative Reports**
Access **Public**
Type **Informative Reports**

Presentation to the Board of Trustees from Doug Bennett, Executive Director, Orange Coast College Foundation on the Orange Coast College Planetarium

Subject	2.09 Distance Education Report 2009-2010
Meeting	Aug 18, 2010 - Regular Meeting
Category	2. Informative Reports
Access	Public
Type	Informative Reports

Distance Education Report 2009/2010

In accordance with Title 5, Chapter 6, Subchapter 3, Section 55210, a report on distance education activity must be provided to the local governing board no later than August 31 of each year. This section was added to Title 5 in August 2007.

3. Matters for Review, Discussion and/or Action

Subject **3.01 Review of Board Meeting Dates**

Meeting Aug 18, 2010 - Regular Meeting

Category 3. Matters for Review, Discussion and/or Action

Access Public

Type Matters for Review, Discussion and/or Action

Board Meeting Dates

September 1, 2010 Regular Meeting

September 15, 2010 Regular Meeting

October 6, 2010 Regular Meeting

October 13, 2010 Regular Meeting/Study Session

November 3, 2010 Regular Meeting

November 17, 2010 Regular Meeting

December 8, 2010 Regular/Organizational Meeting

Subject	3.02 Consideration of Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)
Meeting	Aug 18, 2010 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

Meeting and Conference Dates

October 20-23, 2010 Toronto, Ontario, ACCT Leadership Congress

November 7-9, 2010 Washington D.C., AACC Washington Institute

November 18-20, 2010 Pasadena, CA, CCLC Annual Convention and Partner Conferences

January 21-24, 2011 Sacramento, CA, CCLC Effective Trusteeship Workshop

January 22, 2011 Sacramento, CA, CCLC Board Chair Workshop

January 23 & 24, 2011 Sacramento, CA, CCLC Annual Legislative Conference

January 26-29, 2011 Newport Beach, CA, AACC Workforce Development Institute

February 13-16, 2011 Washington D.C., ACCT National Legislative Summit

March 8-11, 2011 Pacific Grove, CCLCAsilomar Leadership Skills Seminar

April 9-12, 2011 New Orleans, LA, AACC's Annual Convention

April 29- May1, 2011 Monterey, CA, CCLC Annual Trustees Conference

October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress

Subject **3.03 Opportunity for the Board to Review the Board Directives Log**
Meeting Aug 18, 2010 - Regular Meeting
Category 3. Matters for Review, Discussion and/or Action
Access Public
Type Matters for Review, Discussion and/or Action

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.

File Attachments

[08-18-10 Meeting.pdf \(16 KB\)](#)

Subject **3.04 Legal Opinion Regarding Revision to Board Policy #010-2-7**
Meeting Aug 18, 2010 - Regular Meeting
Category 3. Matters for Review, Discussion and/or Action
Access Public
Type Matters for Review, Discussion and/or Action

Legal Opinion Regarding Revision to Board Policy #010-2-7

At the meeting on August 4, 2010, the Board of Trustees approved a revision to Board Policy #010-2-7 to add language providing that "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."

Also at the Board meeting on August 4, 2010, the Board was presented with a letter from attorney Spencer E. Covert to Trustee Walter Howald dated August 3, 2010. In that letter, Mr. Covert concluded that the revision to Board Policy 010-2-7 "... is invalid because it is in conflict with and inconsistent with Education Code section 72024."

The Board referred Mr. Covert's letter to General Counsel for legal review. General Counsel prepared a memorandum to the Board (See Attachment # 1). By publication of this memorandum, the Board does not intend to waive the attorney-client privilege beyond the memorandum itself.

File Attachments

[Legal Opinion.pdf \(371 KB\)](#)

Subject **3.05 Review of Buildings and Grounds Report**
Meeting Aug 18, 2010 - Regular Meeting
Category 3. Matters for Review, Discussion and/or Action
Access Public
Type Matters for Review, Discussion and/or Action

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: The exterior fascade of the building is complete and despite complications from deteriorated underground utility conditions, installation of the building's surrounding sitework is progressing quickly. Inside the building, several contract trades are busily setting cabinetry, installing ceiling grids, painting walls, and preparing for equipment delivery and installation. The building was energized last week which will allow for equipment and building systems testing to begin.

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 temporary modular complex is completely installed and the ASOCC offices are now housed in their temporary area. The kitchen facilities are pending approval of the Orange County Health Care Agency which is anticipated on August 19th. The remodel of the existing building has encountered several unforeseen obstacles as is to be expected when remodeling a building that age. Despite the complications, the building remains on schedule for Spring 2011 re-opening.

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 a prominent landmark as you pass by the campus. Finish work continue on the building interior in preparation for an October 15th furniture delivery. Many trades have agreed to bring in additional manpower and run concurrent work crews in an effort to advance the current estimated completion date, which currently stands at October 27th.

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: Bids for the site preparation phase of this project were received by the District on August 3, 2010. After a due diligence review of the bid submissions, recommendations for award will be considered for approval at the 8/18/10 Board of Trustees meeting. Pending Board approval, the demolition of the existing structures will commence on September 1, 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.

Agenda Item Details

Meeting Aug 18, 2010 - Regular Meeting
Category 3. Matters for Review, Discussion and/or Action
Subject 3.06 Discussion of District and College Foundations
Access Public
Type Matters for Review, Discussion and/or Action

Public Content

Opportunity for the Board of Trustees to Discuss Role, Responsibilities and Legal Requirements Regarding District and College Foundations

Administrative Content

Executive Content

CONSENT CALENDAR

(Yellow Pages)

Items on the Consent Calendar may be adopted by a single motion of the Board of Trustees. To have an item considered separately a request must be made prior to the adoption of the motion to approve the Consent Calendar.

4. Travel Authorizations, Board and Staff

Subject	4.01 District Travel
Meeting	Aug 18, 2010 - Regular Meeting
Category	4. Travel Authorizations, Board and Staff
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

LeeFuller, Student Trustee (CCCD), to attend the Orange County School Boards Association Special Meeting, September 22, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$10, including a registration fee of \$10, to be paid from District Conference Funds.

WALTER G HOWALD, Board Member (CCCD), to attend the Association of Community College Trustees Annual Leadership Congress, (including a Diversity Committee Meeting), October 18 - 23, 2010, Toronto, Canada, with reimbursement for actual expenses, travel by Air Coach, to be paid from District Conference Funds.

WalterG Howald, Board Member (CCCD), to attend the Community College League of California 2010 Annual Convention, November 18 - 20, 2010, Pasadena, CA, with reimbursement for actual expenses, including a registration fee of \$475, to be paid from District Conference Funds. Lodging necessary due to early morning and late evening meetings.

ConradJ Moreno, Board Member (CCCD), to attend the Community College League of California 2010 Annual Convention, November 18 - 20, 2010, Pasadena, CA, with reimbursement for actual expenses, including a registration fee of \$475, to be paid from District Conference Funds. Lodging necessary due to early morning and late evening meetings.

JerryM Patterson, Board Member (CCCD), to attend the Association of Community College Trustees Annual Leadership Congress, October 20 - 26, 2010, Toronto, Canada, with reimbursement for actual expenses, including a registration fee of \$525, travel by Air Coach, to be paid from District Conference Funds.

(2) Meetings for Faculty and Staff

JeffArthur, Adm Dir Dist Inf Svc (CCCD), 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. Banner Knowledge.

LindaBagatourian, Counselor (OCC), to attend the 2010 University of California Counselor Conference, September 14, 2010, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$35, to be paid from Transfer Centers Funds.

TimothyM Baker, Budget Coordinator (CCCD), 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.

AngelaL Bell, EEO/Recruitment Coordinator (CCCD), to attend the Association of Chief Human Resource Officers (ACHRO)/EEO Fall Training Institute, October 19 - 22, 2010, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$75, travel by Air Coach, to be paid from District Staff Diversity Funds.

RozanneM Capoccia-White, Cont Mil Ed Prog Ops Asst Mgr (CCC), 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. To participate in Sungard HE presentations and network with other Banner schools.

BrianE Conley, Instructor (GWC), to attend the Association of Community College Trustees Annual Conference, October 19-22, 2010, Toronto, Canada without loss of salary, with no cost to District/Campus.

CrystalD Crane, Dir Of Personnl Svcs (GWC), to attend the Association of Chief Human Resources Officers Fall Training Institute, October 19-22, 2010, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$850, including a registration fee of \$150, travel by Air Coach, to be paid from CDMA Professional Development Funds.

Ding-JoH Currie, Chancellor (CCCCD), to attend the Higher Education Resource Services (HERS) Board of Directors' Meeting, September 29-October 1, 2010, Denver, CO, without loss of salary, with reimbursement for actual expenses, including travel by Air Coach, to be paid from Chancellor's Conference Funds.

Ding-JoH Currie, Chancellor (CCCCD), to attend the Orange County School Boards Association Special Meeting, September 22, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for actual expenses, including a registration fee of \$10, to be paid from Chancellor's Conference Funds.

ShirleyA Donnelly, Admin Dir Stdt Serv (GWC), 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. One day conference for Banner users.

WandaN Doty, Dst Acct Pay/Bgt Mgr (CCCCD), 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.

JaneE Duncan, Special Proj Superv (CCC), to attend the 2010 Green California Community College Summit, October 12-13, 2010, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$165, to be paid from American Recovery & Reinvestment Act/Dislocated Worker funds.

DarrellD Ebert, Instructor (GWC), to attend the Francisco's Farm Arts Festival, June 17 - 29, 2010, Midway, KY, without loss of salary, with reimbursement for allowable expenses of \$1,400, including travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds, VP IPD Funds. The reason for this revision is to correct travel dates.

EfrenJ Galvan, Dir Adm Rec & Enroll (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. To review updated Banner systems and networks with system designers and other users.

JillGolden, Instructor (OCC), to attend the Culinology Workshop III: Basics of Food Processing and Food Systems, September 21 - 24, 2010, Toronto, Canada, without loss of salary, with reimbursement for allowable expenses of \$2,700, including a registration fee of \$986, travel by Air Coach, to be paid from Career Ed Funds. The reason for this revision is to correct a database issue.

AshleyB Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Office Hours, September 23, 2010, Camp Pendleton, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

AshleyB Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Office Hours, August 26, 2010, Oceanside, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Ed Auxiliary funds.

AshleyB Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Office Hours, September 2, 2010, Camp Pendleton, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

AshleyB Graves, Mil/Cont Ed Tech Int (CCC), to attend the Camp Pendleton Education Office Hours, September 9, 2010, Camp Pendleton, CA, without loss of salary, with reimbursement for allowable expenses of \$100, to be paid from Contract Education Auxiliary funds.

SloaneA Greenough, Budget Coordinator (CCCD), 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.

DennisR Harkins, President (OCC), to attend the Harassment Awareness & Prevention - Liebert Cassidy Whitmore, August 25, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$450, to be paid from HR Legal Expenses.

NathanielC Harrison, Cont Ed Oper Cord Sr (CCC), 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. To participate in Sugard HE presentation and network with other Banner users.

MarcelaV Hernandez, Hourly Counselor (CCC), to attend the University of California Counselor Conference 2010, September 15, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$95, including a registration fee of \$35, to be paid from Contract Education Auxiliary funds.

DeborahD Hirsh, Vice Chancellor (CCCD), to attend the Association of Chief Human Resource Officers/EEO Officers Fall 2010 Training Institute, October 19 - 22, 2010, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,100, including a registration fee of \$150, travel by Air Coach, to be paid from District Management Conference Funds.

DeborahD Hirsh, Vice Chancellor (CCCD), to attend the Harassment Awareness & Prevention (Liebert Cassidy Whitmore), August 25, 2010, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including a registration fee of \$450, to be paid from HR Legal Expenses funds.

MaryC Jackson, Hourly Instructor (OCC), to attend the Society of Diagnostic Medical Sonographers Annual Conference, October 14 - 17, 2010, Denver, CO, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$450, travel by Air Coach, to be paid from CCA/CTA Union Funds.

NancyS Jones, Instructor (CCC), to attend the Academic Senate for California Community Colleges 2010 Fall Plenary Session, November 11-13, 2010, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$450, including a registration fee of \$325, to be paid from Senate Conference Funds.

CherylL Jupiter, Counselor (OCC), to attend the 2010 University of California Counselor Conference, September 14, 2010, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$35, to be paid from Transfer Centers Funds.

WilliamF Kerwin, Risk Serv Manager (CCCD), to attend the Statewide Association of Community Colleges (SWACC) Bi-Annual Strategic Planning Session, 07-21-2010 - 07-22-2010, Millbrae, CA, without

loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from Risk Services Management Conference Funds, to be reimbursed by sponsoring agency.

JenniferK Labounty, EOPS/Care Specialist (OCC), to attend the Training and Orientation for New Program Directors/Coordinators - CalWorks, CARE, DSPS, EOPS and Matriculation, September 21 - 24, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

ScottLee, Hourly Counselor (CCC), to attend the On-site Teaching and Program Coordination/Xiang Jiang Hi School/CCC EBUS Program, August 27 - September 17, 2010, Guangzhou, CHINA without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency (College Compass, LLC).

FrederickJ Lockwood, Instructor (CCC), to attend the Business Education Statewide Advisory Committee Meeting, August 27, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$525, including travel by Air Coach, to be paid from VTEA/BESAC funds.

MichelleK Ma, Dir Mktg & Pub Rel (CCC), to attend the National Council for Marketing and Public Relations District 6 Conference, September 22-24, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$225, travel by Air Coach, to be paid from CDMA District Conference Funds.

AnthonyMaciel, Dir Tech Supprt Svc (GWC), 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.

EarnestG Marchbank, Counselor (GWC), to attend the EOPS Regional Coordinators Conference, September 26-27, 2010, Sacramento, CA, without loss of salary, with no cost to District/Campus.

CarlaR Martinez, Student Serv Coord (OCC), to attend the California Community College Student Affairs Association Student Leadership Conference, October 22 - 24, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$220, to be paid from ASOCC funds.

MaryE Martinez, Staff Aide (GWC), 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. To learn new and better ways to use the Banner system features.

RichardC Mathias, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee Meeting, August 27, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$525, including travel by Air Coach, to be paid from VTEA/BESAC funds.

JenniferC McDonald, Dir Adm & Records (CCC), to attend the CA Community College 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. To learn about Banner Software packages.

VincentV Ngo, Student Fin Aid Spec (OCC), to attend the 2010 California Community Colleges Banner Users 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 Info Systems Continuous Improvement Funds.

MadjidNiroumand, Dirinternatnl Centr (OCC), to attend the Recruitment Tour of Asia Community Colleges, October 19 - November 4, 2010, without loss of salary, with reimbursement for allowable expenses of \$500, to be paid from Ancillary Account.

MelindaA Nish, Vice President (OCC), to attend the Moorhouse College Workshop - Accrediting Commission for Community and Junior Colleges, September 8, 2010, Oakland, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

MelindaA Nish, Vice President (OCC), to attend the California Community College Chief Instructional Officers Consultation Council, September 15 - 16, 2010, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$400, including travel by Air Coach, to be paid from VPI Ancillary Funds.

Maryl O'Connor, Prog Mgr Rhorc (GWC), to attend the Health Workforce Initiative Directors Meeting, September 16-17, 2010, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from RHORC trust funds.

Maryl O'Connor, Prog Mgr Rhorc (GWC), to attend the Competency Assessment for the Real World, September 10, 2010, Mission Viejo, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$85, to be paid from RHORC trust funds.

Maryl O'Connor, Prog Mgr Rhorc (GWC), to attend the Associated Degree Nursing/Bachelors Degree Nursing Directors Conference, October 6-8, 2010, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$1,300, including a registration fee of \$200, travel by Air Coach, rental car and insurance, to be paid from RHORC trust funds.

ShannonM O'Connor, Mgr Recruit/Staf Anl (CCCD), to attend the Association of Chief Human Resources Officers (ACHRO)/EEO Fall Training Institute, October 19 - 22, 2010, Lake Tahoe, NV, without loss of salary, with reimbursement for allowable expenses of \$1,000, including a registration fee of \$150, travel by Air Coach, to be paid from CDMA Professional Development Funds.

MarthaM Parham, Dist Dir Mark & Pub (CCCD), to attend the Orange County School Boards Association Special Meeting, September 22, 2010, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$20, including a registration fee of \$10, to be paid from Management Conference Funds - Public Information Office.

RichardL Patterson, Dir Appl Devinfo Sys (CCCD), to attend the CA Community Colleges Banner Users Group Conference 2010 (3CGB), 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.

HueT Pham, Dean (OCC), to attend the Training and Orientation for New Program Directors/Coordinators - CalWorks, CARE, DSPS, EOPS and Matriculation, September 19 - 24, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

OmidA Pourzanjani, Dean (GWC), to attend the Association of California Community Colleges Administrators Board of Governors Meeting, September 13-14, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, no cost to District/Campus.

JosephP Pulichino, Professional Expert (CCC), to attend the On-site Teaching and Program Coordination/Xiang Jiang Hi School/CCC EBUS Program, August 30 - December 19, 2010, Guangzhou, CHINA without loss of salary, with no reimbursement authorized from District funds, to be paid from Sponsoring Agency (College Compass, LLC).

VincentP Rodriguez, Dean, Distance Learning (CCC), 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 .To network with other Banner users.

KarenL Rokes, A & R Specialist (GWC), to attend the CA Community Colleges Banner User 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. To learn more about Banner and see what's new.

VidaShajie, Counselor (OCC), to attend the Training and Orientation for New Program Directors/Coordinators - CalWorks, CARE, DSPS, EOPS and Matriculation, September 19 - 24, 2010, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid by sponsoring organization.

ElizabethE Sirchia, Staff Aide (GWC), 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. To attend the 3CBG Conference for Banner training.

ChristianB Teeter, sec'y to Board of Trustees (CCCD), to attend the Association of Community College Trustees Annual Leadership Congress, October 20 - 23, 2010, Toronto, Canada without loss of salary, with reimbursement for allowable expenses of \$525, including a registration fee of \$525, to be paid from District Conference Funds.

AnaG Tovar, Staff Assistant (OCC), to attend the 2010 University of California Counselor Conference, September 14, 2010, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$35, to be paid from Transfer Centers Funds.

ChauN Tran, Mil/Cont Ed Tech Int (CCC), to attend the Hill Airforce Base Education Fair, September 15-16, 2010, Hill Airforce Base, UT, without loss of salary, with reimbursement for allowable expenses of \$1,250, including a registration fee of \$25, travel by Air Coach, rental car and insurance, to be paid from Contract Ed. funds.

ChauN Tran, Mil/Cont Ed Tech Int (CCC), to attend the Edwards Air Force Base Education Fair, August 25, 2010, Edwards, CA, without loss of salary, with reimbursement for allowable expenses of \$180, to be paid from Contract Ed. funds.

DamianJ Tsutsumida, Inst Assoc-Fine Arts (OCC), to attend the Photoshop World, September 1 - 4, 2010, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$1,419, including a registration fee of \$528, rental car and insurance, to be paid from Classified Professional Development Funds, CCA/CTA Union Funds.

MaxVorathavorn, Applic Sys Anly/Prg (CCCD), to attend the CA Community Colleges Banner Users Group Conf 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.

DonnaM Waldfogel, Admin Dir Human Res (CCCD), to attend the Association of Chief Human Resource Officers/EEO Officers 2010 Fall Training Institute, August 19 - 22, 2010, Lake Tahoe, NV, without loss of salary, with no reimbursement authorized from District funds, to be paid from Personal Funds.

DanielR Weber, Staff Aide (OCC), to attend the 2010 University of California Counselor Conference, September 14, 2010, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$60, including a registration fee of \$35, to be paid from Transfer Centers Funds.

JamesK West, Registration Supv (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. To stay updated on Banner system and networks with other Banner schools.

ManojS Wickremesinghe, Counselor (OCC), to attend the 2010 University of California Counselor Conference, September 14, 2010, Riverside, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$35, to be paid from Transfer Centers Funds.

5. Authorization for Student Trips

Subject	5.01 Orange Coast College
Meeting	Aug 18, 2010 - Regular Meeting
Category	5. Authorization for Student Trips
Access	Public
Type	Consent

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

Orange Coast College Food Riders Club Trips

Location: Costa Mesa, CA

Dates: August 2010 - July 2011

Department: OCC Food Riders Club

Cost/Purpose/Funding Source: NTE \$100 per event for promotional items, supplies, food, and miscellaneous expenses. To be paid from a combination of fundraisers, sponsors, ASOCC, club and student personal funds.

Transportation: District, public, and personal vehicles

CROP Hunger Walk 2010

Location: Newport Beach, CA

Date: October 17, 2010

Department: ASOCC and OCC Clubs

Cost/Purpose/Funding Source: NTE \$800 per event for promotional items, supplies, food, and miscellaneous expenses, to be paid from a combination of fundraisers, sponsors, ASOCC, club and student personal funds.

Transportation: District, public, and personal vehicles

Women's Soccer, Coach: Kevin Smith

Assistant Coaches: Alyson Spencer, Heather Hutton, Glenn Strachan, Chris Ketcham

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

Revision to add assistant coach. Original board approval 7/21/10.

Field Trips for Professional Mariner Students

Location: Various locations in California

Dates: September 2010 - June 2011

Department: OCC Physical Education & Athletics Division

Cost/Purpose/Funding Source: No cost to the district. Facilities will be provided by Maritime Companies. The purpose is to offer students enrolled in MARA 150-156 a direct experience of being a professional mariner.

Transportation: District and personal vehicles

Men's Crew Away Race - Head of the Charles

Location: Boston, MA

Dates: October 22-24, 2010

Department: OCC Physical Education & Athletics Division

Cost/Purpose/Funding Source: NTE \$10,000 for airfare, van, hotel, entry fee to be paid from Men's Crew funds. The Men's Crew will race in the "Head of the Charles" regatta.

Transportation: Air and district vehicles

Women's Crew - UCSB Scrimmage

Location: University of California, Santa Barbara; Lake Cachuma, CA

Date: October 23, 2010

Department: OCC Physical Education & Athletics Division

Cost/Purpose/Funding Source: No cost to the district.
Transportation: District vehicles

Women's Crew - UCSD Scrimmage
Location: University of California, San Diego; Mission Bay, CA
Date: January 22, 2011
Department: OCC Physical Education & Athletics Division
Cost/Purpose/Funding Source: No cost to the district.
Transportation: District vehicles

Women's Crew - Row for the Cure
Location: University of California, San Diego; Mission Bay in San Diego, CA
Date: October 31, 2010
Department: OCC Physical Education & Athletics Division
Cost/Purpose/Funding Source: No cost to the district.
Transportation: District vehicles

Women's and Men's Crew - Newport Autumn Rowing Festival
Location: Newport Aquatic Center; Newport Beach, CA
Date: November 7, 2010
Department: OCC Physical Education & Athletics Division
Cost/Purpose/Funding Source: \$165 entry fee per boat to be paid from Ancillary funds.
Transportation: Student personal vehicles

Women's and Men's Crew - Coast Sprints
Location: OCC Boat House
Date: December 4, 2010
Department: OCC Physical Education & Athletics Division
Cost/Purpose/Funding Source: No cost to the district.
Transportation: Student personal vehicles

All-California Academic Team Awards
Location: Sacramento, CA
Date: March 2011
Department: OCC Honors Program
Cost/Purpose/Funding Source: NTE \$2,500 for registration, airfare, hotel, ground transportation, parking, and miscellaneous expenses. Two (2) students and an advisor will attend. To be paid from Phi Theta Kappa and ASOCC funds.
Transportation: Air, taxis, shuttles, and personal vehicles

Nevada/California Regional Leadership Conference
Location: Irvine, CA
Date: November 5-7, 2010
Department: OCC Honors Program
Cost/Purpose/Funding Source: NTE \$2,000 for registration, parking, meals, and miscellaneous expenses. An advisor will be present at all times. To be paid from Phi Theta Kappa and ASOCC funds.
Transportation: District and personal vehicles

Phi Theta Kappa Annual Convention
Location: Seattle, WA
Date: April 7-9, 2011
Department: OCC Honors Program
Cost/Purpose/Funding Source: NTE \$5,000 for registration, airfare, hotel, meals, ground transportation, parking, and miscellaneous expenses. An advisor will be present at all times. To be paid from Phi Theta Kappa and ASOCC funds.
Transportation: Air, taxis, shuttles, and personal vehicles

Alpha Gamma Sigma State Convention

Location: San Jose, CA
Date: April 20-22, 2011
Department: OCC Honors Program
Cost/Purpose/Funding: NTE \$6,000 for registration, airfare, hotel, meals, ground transportation, parking, and miscellaneous expenses. An advisor will be present at all times. To be paid from Alpha Gamma Sigma and ASOCC funds.

Transportation: Air, taxis, shuttles, and personal vehicles

Alpha Gamma Sigma Chapter Activities and Service Projects

Locations: Orange, Los Angeles, San Diego, Riverside and San Bernardino counties

Dates: August 2010 – June 2011

Department: OCC Honors Program

Cost/Purpose/Funding: NTE \$3000 for admission, entry fees, rentals, meals, parking, decorations, advertising and promotion, prizes, etc. for social and service activities including fund-raisers, bowling, movies, live theatre and television productions, beach clean-ups, car washes, donation drives, restaurant meals, etc. An advisor will be present at all times. To be paid from Alpha Gamma Sigma and ASOCC funds.

Transportation: District and personal vehicles

Mu Alpha Theta Chapter Activities and Service Projects

Locations: Orange, Los Angeles, San Diego, Riverside and San Bernardino counties

Dates: August 2010 – June 2011

Department: OCC Honors Program

Cost/Purpose/Funding Source: NTE \$2,000 to include admission, registration, meals, parking, advertising & promotion, printing, for student-centered social activities and service projects to develop teamwork, leadership and organizational skills, and to build chapter reputation in community. To be paid from Mu Alpha Theta and ASOCC funds.

Transportation: District and personal vehicles

Alpha Beta Gamma Chapter Activities and Service Projects

Locations: Orange, Los Angeles, San Diego, Riverside and San Bernardino counties

Dates: August 2010 – June 2011

Department: OCC Honors Program

Cost/Purpose/Funding Source: NTE \$2,000 to include admission, registration, meals, parking, advertising & promotion, printing, for student-centered social activities and service projects to develop teamwork, leadership and organizational skills, and to build chapter reputation in community. To be paid from Alpha Beta Gamma and ASOCC funds.

Transportation: District and personal vehicles

Honors Transfer Council of California Student Research Conference

Location: University of California, Irvine

Date: March 2011

Department: OCC Honors Program

Cost/Purpose/Funding Source: NTE \$1,750 to include registrations at \$25 each, parking and mileage reimbursement for faculty and administrators, and parking reimbursement for groups of four or more students traveling together to the conference. At least one advisor will be present at all times. To be paid from Honors and ASOCC funds.

Transportation: Personal vehicles

Western Regional Honors Council Conference

Location: Park City, UT

Date: April 2011

Department: OCC Honors Program

Cost/Purpose/Funding Source: NTE \$7,000 to include registration, airfare, lodging, meals, ground transportation, parking and purchase of honors publications and distribution to faculty and OCC administrators; student presenters and/or *Scribendi* awardees will attend. At least one advisor will be present at all times. To be paid from Honors and ASOCC funds.

Transportation: Air, personal vehicles, taxis, and shuttles

National Collegiate Honors Council Conference

Location: Kansas City, MO

Dates: October 20-24, 2010

Department: OCC Honors Program

Cost/Purpose/Funding Source: NTE \$6,000 to include registration, airfare, lodging, meals, ground transportation, parking, and purchase of honors publications; student presenters will attend. At least one advisor will be present at all times. To be paid from Honors and ASOCC funds.

Transportation: Air, personal vehicles, taxis, and shuttles

Extra-Curricular and Co-Curricular Field Trips

Locations: Orange, Los Angeles, San Diego, Riverside and San Bernardino counties

Dates: August 2010 – June 2011

Department: OCC Honors Program

Cost/Purpose/Funding Source: NTE \$2,000 for admission, parking fees, registration, purchase of publications/literature at films, live theatre, museums, galleries, lectures, demonstrations, cultural fairs, historical landmarks, etc. Honors and non-honors students will attend. At least one advisor will be present at all times. To be paid from Honors and ASOCC funds.
Transportation: District and personal vehicles

Subject **5.02 Golden West College**
Meeting Aug 18, 2010 - Regular Meeting
Category 5. Authorization for Student Trips
Access Public
Type Consent

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

Softball Team Television Audience Fundraisers
Location: Various, in and near Hollywood, CA
Date(s): Fall 2010
Department: PE/Athletics
Cost/purpose/funding source: No cost to the college. Money raised varies per show/event.

Women's Softball Team Trip
Location: To be determined
Date(s): November – December, 2010
Department: PE/Athletics
Cost/purpose/funding source: \$2000 for food and lodging from trust account.

Water Polo Team Overnight Trips
Location: see below
Date(s): see below
September 9-11 @ American River College
September 30-October 2 @ Cuesta College
November 12-13 @ Citrus College (if they qualify)
November 18-20 @ American River College (if they qualify)
Department: PE/Athletics
Cost/purpose/funding source: \$11,000 for lodging and meals from trusts accounts.

University Tours
Location: Cal Poly Pomona, CSU Dominguez Hills, CSU Fullerton, CSU Long Beach, SDSU, UCI, UCLA UCSD, UCR, USC, etc.
Date(s): Fall 2010
Department: Transfer Center
Cost/purpose/funding source: No cost to college.

Subject **5.03 Coastline Community College**

Meeting Aug 18, 2010 - Regular Meeting

Category 5. Authorization for Student Trips

Access Public

Type Consent

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

Conference/Activity: Various Activities

Location: Indicated Below

Dates: Indicated Below

Department: Developmentally Delayed Learner Program, Special Programs and Services for the Disabled

Transportation: CCCD Van

September 1 – Huntington Beach Pier, Huntington Beach
 September 8 – Fashion Island, Newport Beach
 September 15 – Dana Point Harbor, Dana Point
 September 22 – Newport Harbor, Newport Beach
 September 29 – Las Brisas, Laguna Beach
 October 6 – Huntington Central Park, Huntington Beach
 October 13 – Tanaka Farms, Irvine
 October 20 – T Winkle Park, Costa Mesa
 October 27 – Fullerton Arboretum, Fullerton
 November 3 – Nixon Library, Yorba Linda
 November 10 – Irvine Park and Zoo, Orange
 November 17 – Downtown Disney, Anaheim
 November 24 – Prentice Park Zoo, Santa Ana
 December 1 – Little Saigon, Westminster
 December 8 – Fountain Bowl, Fountain Valley
 December 15 – Performing Art Center, Costa Mesa

Conference/Activity: Various Activities

Location: Indicated Below

Dates: Indicated Below

Department: Fairview Developmental Center

Transportation: Fairview Developmental Center Van

September 10 – Fashion Island, Newport Beach
 September 17 – Prentice Park Zoo, Santa Ana
 September 24 – Downtown Disney, Anaheim
 October 1 – Las Brisas, Laguna Beach
 October 8 – Huntington Central Park, Huntington Beach
 October 15 – Tanaka Farms, Irvine
 October 22 – T Winkle Park, Costa Mesa
 October 29 – Fullerton Arboretum, Fullerton
 November 5 – Nixon Library, Yorba Linda
 November 12 – Irvine Park and Zoo, Orange
 November 19 – Downtown Disney, Anaheim
 December 3 – Little Saigon, Westminster
 December 10 – Fountain Bowl, Fountain Valley
 December 17 – South Coast Plaza, Costa Mesa
 January 7 – Prentice Park Zoo, Santa Ana
 January 14 – T Winkle Park, Costa Mesa

Conference/Activity: Various Activities

Location: Indicated Below
Dates: Indicated Below
Department: Fairview Developmental Center
Transportation: Fairview Developmental Center Bus

September 13 – Newport Beach Pier, Newport Beach
September 20 – South Coast Plaza, Costa Mesa
September 27 – Orange County Zoo, Orange
October 4 – Irvine Spectrum, Irvine
October 11 – Mason Regional Park, Irvine
October 18 – Centennial Farm, Costa Mesa
October 25 – Orange County Zoo, Orange
November 1 – Marconi Automotive Museum, Tustin
November 8 – Santa Ana Zoo, Santa Ana
November 15 – Central Library, Newport Beach
November 22 – Mile Square Park, Fountain Valley
November 29 – Main Place Mall, Santa Ana
December 6 – Downtown Disney, Anaheim
December 13 – Fashion Island, Newport Beach
January 3 – Westminster Mall, Westminster
January 10 – Fountain Bowl, Fountain Valley

Conference/Activity: CCCSAA Student Leadership Conference
Location: Costa Mesa
Dates: October 22-24, 2010
Department: ASG/Student Services
Cost/purpose/funding source: NTE \$5000 for conference registration, lodging, meals, and miscellaneous expenses.
Transportation: Personal transportation

6. Authorization for Special Projects

Subject **6.01 Golden West College**
Meeting Aug 18, 2010 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

Special Projects

International Students Club Meeting Lunches

Date(s): Fall 2010

Department: International Student Program

Purpose: Lunches served in conjunction with International Students Club meetings to retain international and resident students

Cost/purpose/funding source: \$600 for food, beverages and supplies from International Student Program funds.

New International Student Orientation

Date(s): August 27, 2010

Department: International Student Program

Purpose: Required orientation for all newly admitted international students

Cost/purpose/funding source: \$700 for supplies and food from International Student Program funds.

High School Counselor Breakfast

Date(s): December 7, 2010

Department: Counseling

Purpose: Meeting of high school counselors and GWC counselors/faculty/administration

Cost/purpose/funding source: \$2,200 for food, gifts, decorations, linens, printing, and supplies from ASGWC Community Hosting Account.

Funding for Health Care Academy at Valley High School

Date(s): September 30, 2010 – June 30, 2011

Department: Health Professions HWI (formerly RHORC)

Purpose: Provide funding for field trips and bus transportation

Cost/purpose/funding source: \$2,000 for food, supplies and bus transportation from RHORC Trust funds.

Criminal Justice Special Events

Date: September 1, 2010 – June 15, 2011

Department: Criminal Justice

Purpose: Criminal Justice special events including open house, final inspections, family day, career day, and other agency related functions.

Cost/purpose/funding source: \$500 for refreshments from General Supply funds.

Criminal Justice RBC and SIBC Graduations

Date: September 1, 2010 – June 30, 2011

Department: Criminal Justice

Purpose: RBC and SIBC graduation ceremonies and receptions

Cost/purpose/funding source: \$1000 for refreshments from Community Hosting ASGWC funds.

Fall Softball Tournaments

Date(s): September – November, 2010

Department: PE/Athletics

Purpose: Fall softball games

Cost/purpose/funding source: \$500 for tournament umpires paid from softball tournament trust account.

Softball Team Snack Bar

Date(s): Fall 2010

Department: PE/Athletics

Purpose: The softball team runs a snack bar for various softball tournaments and games as a fundraiser.

Cost/purpose/funding source: Any costs incurred will be paid from collected funds.

Softball Team Annual Cookie Dough Sale

Date(s): November – December, 2010

Department: PE/Athletics

Purpose: Fundraiser for the women's softball team

Cost/purpose/funding source: \$2000 to be paid from collected funds.

Preceptor Instructor Workshop-Redlands Hospital

Date(s): August 16-17, 2010

(Revision is to change the dates of the workshop from July 7 & 9, 2010. Previous Board action: 6/16/10.)

Department: Health Professions-RHORC

Purpose: Provide two-day workshop to prepare preceptor instructors

Cost/purpose/funding source: \$1,500 for materials and food from RHORC Trust funds.

Fall 2010 Transfer Day Fair

Date: October 12, 2010

Department: Transfer Center

Purpose: Representatives from the local CSU, UC, and Private universities will be on campus to provide information on admissions procedures, financial aid, housing and other subjects.

Cost/purpose/funding source: \$2000 for printing, table rental, and food/refreshments for reps and students from the General Budget-Transfer Day Fair.

University Representatives Visit

Date(s): Fall 2010

Department: Transfer Center

Purpose: Admission counselors from Cal Poly Pomona, Chapman University, CSU Dominguez Hills, CSU Fullerton, CSU Long Beach, UC Berkeley, UC Irvine, UCLA, UCR, etc. will be on campus throughout the semester to counsel transfer students.

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

Subject **6.02 Orange Coast College**
Meeting Aug 18, 2010 - Regular Meeting
Category 6. Authorization for Special Projects
Access Public
Type Consent

Special Projects

Variety of Meetings

Date: 2010–2011 Academic Year

Department: OCC Business and Computing Division

Purpose: To hold a variety of meetings on and off campus including eight (8) Division Advisory Committee meetings.

Cost/Purpose/Funding Source: Expenses NTE \$1,500 to include food and supplies; to be determined by number participants paid from ancillary funds.

Alpha Gamma Sigma Fall 2010 Southern Regional Conference

Date: October 30, 2010

Department: OCC Honors Program

Purpose: Orange Coast College to host annual conference for local AGS chapters of Southern Region (students and advisors from approximately 30 community colleges; may be up to 400 people); activities may include keynote speakers, various seminars and meetings, meals, AGS chapter marketplace, opportunity drawing, donations for charity, and election of regional representative to state board.

Cost/Purpose/Funding Source: NTE \$10,000 for printing, postage, refreshments, supplies, decorations, gifts for volunteers and guest presenters, equipment rental, advertising. To be paid from a combination of registration fees, Alpha Gamma Sigma, and ASOCC funds.

Alpha Gamma Sigma Chapter Meetings and Events

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: Orange Coast College to host student-centered events and meetings.

Cost/Purpose/Funding Source: NTE \$4,000 to include refreshments, supplies, promotional materials, printing, postage, advertising, equipment rentals, contest prizes, incentive gifts. To be paid from Alpha Gamma Sigma and ASOCC funds.

Alpha Beta Gamma Chapter Meetings and Events

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: Orange Coast College to host student-centered events and meetings.

Cost/Purpose/Funding Source: NTE \$1,000 to include refreshments, supplies, promotional materials, printing, postage, advertising, equipment rentals, contest prizes, incentive gifts. To be paid from Alpha Beta Gamma and ASOCC funds.

Mu Alpha Theta Chapter Meetings and Events

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: Orange Coast College to host student-centered events and meetings.

Cost/Purpose/Funding Source: NTE \$1,000 to include refreshments, supplies, promotional materials, printing, postage, advertising, equipment rentals, contest prizes, incentive gifts. To be paid from Mu Alpha Theta and ASOCC funds.

Phi Theta Kappa Chapter Meetings and Events

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: Orange Coast College to host student-centered events and meetings.

Cost/Purpose/Funding Source: NTE \$1,500 to include refreshments, supplies, promotional materials, printing, postage, advertising, equipment rentals, contest prizes, incentive gifts. To be paid from Phi Theta Kappa and ASOCC funds.

Honors Open House

Date: Fall 2010

Department: OCC Honors Program

Purpose: Orange Coast College to host Honors Open House event for honors societies and students.

Cost/Purpose/Funding Source: NTE \$4500 to include refreshments, supplies, promotional items, printing, advertising, and incentive gifts. To be paid from Honors and ASOCC funds.

Induction Ceremonies and Receptions

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: To recognize new Phi Theta Kappa members; guests may include OCC students and family, faculty, staff, administrators, District Chancellor and Board of Trustees.

Cost/Purpose/Funding Source: NTE \$4,000 to include printing, decorations, food, and memento gifts. To be paid from Phi Theta Kappa and ASOCC funds.

Honors Program Events

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: Orange Coast College to host student-centered events, meetings, and activities.

Cost/Purpose/Funding Source: NTE \$500 to include refreshments and promotional items. To be paid from Honors and ASOCC funds.

Creating Scholars Speaker Series Events

Date: 2010-2011 Academic Year

Department: OCC Honors Program

Purpose: Orange Coast College to host events featuring current and alumni honors students, faculty, representatives from transfer institutions, and other guest speakers.

Cost/Purpose/Funding Source: NTE \$2,000 to include promotion, advertising, decorations, and food. To be paid from Honors and ASOCC funds.

Spring Recognition Ceremony and Reception

Date: Spring 2011

Department: OCC Honors Program

Purpose: To recognize OCC honor students completing the Honors Program during the 2010-2011 academic year.

Cost/Purpose/Funding Source: NTE \$4,000 to include printing, decorations, food, and memento gifts. To be paid from Honors and ASOCC funds.

Mini-Conference/Poster Session

Date: Spring 2011

Department: OCC Honors Program

Purpose: To feature research of honors students; open to students, faculty, staff, and administrators.

Cost/Purpose/Funding Source: NTE \$2,000 to include advertising, promotion, printing, decorations, and food. To be paid from Honors and ASOCC funds.

Men's Crew Learn to Row Sessions

Location: OCC Boat House

Dates: August 16, 18, 20, 23, 25, & 27, 2010

Department: OCC Physical Education & Athletics Division

Purpose: To introduce prospective Men's Crew athletes to the boathouse and the dock machines, and basic rowing technique.

Cost/Purpose/Funding Source: No fee to participants; no cost to the district.

Men's Crew Welcome Back BBO

Location: OCC Boat House

Dates: Aug 28, 2010

Department: OCC Physical Education & Athletics Division

Purpose: Returning men's crew team to meet and plan for the year ahead.

Cost/Purpose/Funding Source: NTE \$200 for food to be paid from Ancillary funds.

Men's Crew Parents' Night

Location: OCC Boat House

Dates: Oct 19, 2010

Department: OCC Physical Education & Athletics Division

Purpose: Information night for the parents of Men's Crew athletes.

Cost/Purpose/Funding Source: NTE \$200 for food to be paid from Ancillary funds.

Women's and Men's Crew Teams BBQ
Location: OCC Boat House & Balboa Pier
Date: Sept 24, 2010
Department: OCC Physical Education & Athletics Division
Purpose: Women's and men's crew teams to plan for the upcoming year.
Cost/Purpose/Funding Source: NTE \$200 for food to be paid from Ancillary funds.

Western Intercollegiate Rowing Association Officers Meeting
Location: San Diego, CA
Date: 2010-2011 Academic Year
Department: OCC Physical Education & Athletics Division
Purpose: To plan for 2010-2011 WIRA events.
Cost/Funding Source: NTE \$100 for food and miscellaneous expenses to be paid from Ancillary funds.

OCC Women's Crew Team will host the following events to promote and raise funds for the team.
Expenses NTE \$500; to be paid from Ancillary funds.

September 22, 2010: Parents' Meeting - OCC Boat House
October 15, 2010: Ergathon - OCC Boat House
December 4, 2010: Parents Learn To Row (LTR) - OCC Boat House, Newport Harbor
January 14-15, 2011: Crew Garage Sale Fundraiser- Location TBD
Meetings and Events
Date: 2010-2011 Academic Year
Department: OCC Literature and Languages Division
Purpose: To host meetings and events throughout the 2010-2011 academic year.
Cost/Purpose/Funding Source: Expense NTE \$2000, to be determined by number of participants and to be paid by a combination of Ancillary, ASOCC, and Literature & Languages Division General funds.

Fall Chorale Orchestra Concert
Date: October 2, 2010
Department: OCC Visual and Performing Arts Division
Purpose: To promote OCC's Visual and Performing Arts programs.
Cost/Purpose/Funding Source: Tickets \$10; costs: \$8000 to \$15,000; expenses to be paid from ticket sales and ASOCC funds.

OCC Symphony Concert
Date: November 6, 2010
Department: OCC Visual and Performing Arts Division
Purpose: To promote OCC's Visual and Performing Arts programs.
Cost/Purpose/Funding Source: Tickets \$10; costs: \$8000 to \$15,000; expenses to be paid from ticket sales and ASOCC funds.

Fall Wind Ensemble Concert
Date: November 7, 2010
Department: OCC Visual and Performing Arts Division
Purpose: To promote OCC's Visual and Performing Arts programs.
Cost/Purpose/Funding Source: Tickets are \$5 (advance), \$7 (at the door); costs: \$2,000; expenses to be paid from ticket sales and ASOCC funds.

Fall Musical Theatre Workshop
Date: November 13, 2010
Department: OCC Visual and Performing Arts Division
Purpose: To promote OCC's Visual and Performing Arts programs.
Cost/Purpose/Funding Source: Tickets \$10; costs: \$3,000; expenses to be paid from ticket sales and ASOCC funds.

Fall Chorale Concert
Date: November 20, 2010
Department: OCC Visual and Performing Arts Division
Purpose: To promote OCC's Visual and Performing Arts programs.
Cost/Purpose/Funding Source: Tickets \$10; costs: \$8,000; expenses to be paid from ticket sales and ASOCC funds.

Fall Jazz Ensemble Concert

Date: December 6, 2010

Department: OCC Visual and Performing Arts Division

Purpose: To promote OCC's Visual and Performing Arts programs.

Cost/Purpose/Funding Source: Tickets are \$8 (advance), \$10 (at the door); costs: \$3,000; expenses to be paid from ticket sales and ASOCC funds.

Evening of Broadway

Dates: March 11 & 12, 2011

Department: OCC Visual and Performing Arts Division

Purpose: To promote OCC's Visual and Performing Arts programs.

Cost/Purpose/Funding Source: Tickets are \$15 (advance), \$20 (at the door), \$10 (seniors and children); costs: \$8,000 to \$15,000; expenses to be paid from ticket sales and ASOCC funds.

Spring Jazz Ensemble Concert

Date: May 2, 2011

Department: OCC Visual and Performing Arts Division

Purpose: To promote OCC's Visual and Performing Arts programs.

Cost/Purpose/Funding Source: Tickets are \$8 (advance), \$10 (at the door); costs: \$3,000; expenses to be paid from ticket sales and ASOCC funds.

Spring Chorale Orchestra Concert

Date: May 14, 2011

Department: OCC Visual and Performing Arts Division

Purpose: To promote OCC's Visual and Performing Arts programs.

Cost/Purpose/Funding Source: Tickets \$10; costs: \$8000 to \$15,000; expenses to be paid from ticket sales and ASOCC funds.

Spring Wind Ensemble Concert

Date: May 22, 2011

Department: OCC Visual and Performing Arts Division

Purpose: To promote OCC's Visual and Performing Arts programs.

Cost/Purpose/Funding Source: Tickets are \$5 (advance), \$7 (at the door); costs: \$2,000; expenses to be paid from ticket sales and ASOCC funds.

Spring Musical Theatre Workshop

Date: May 27, 2011

Department: OCC Visual and Performing Arts Division

Purpose: To promote OCC's Visual and Performing Arts programs.

Cost/Purpose/Funding Source: Tickets are \$10; costs: \$3,000; expenses to be paid from ticket sales and ASOCC funds.

28th Annual High School Senior Day

Date: March 22, 2010

Department: OCC Communications & Marketing Division

Purpose: Recruitment opportunity and community outreach.

Cost/Purpose/Funding Source: Expenses NTE \$50,000 to include BBQ lunch. To be paid from ASOCC and District funds.

Various Functions, Meetings, and Workshops, On Campus and Off Campus

Date: 2010 - 2011 Fiscal Year

Department: OCC Technology Division

Purpose: To hold Industry Advisory Committee meetings, campus meetings, and events.

Cost/Purpose/Funding Source: NTE \$500 to be paid out of Technology Ancillary and General funds.

Subject	6.03 Coastline Community College
Meeting	Aug 18, 2010 - Regular Meeting
Category	6. Authorization for Special Projects
Access	Public
Type	Consent

Special Projects

University Transfer Event

Date: October 11, 2010, 5:00 – 7:00 p.m.

Location: Le-Jao Center

Department: Student Services

Purpose: To inform students about colleges and university transfer opportunities.

Cost: NTE \$2,000

Funding Source: Associated Student Government ancillary and Transfer Center general funds.

Family Holiday Party, Orientations, Workshops, Meetings, and Events

Date: Various Dates throughout 2010-11

Location: College Center

Department: EOPS

Purpose: Offer personal enrichment and information to students.

Cost: NTE \$300

Funding Source: EOPS, Associated Student Government and CARE funds

Scholarship Awards Ceremony and Reception

Date: April 21, 2011; 6:30 – 9:30 p.m.

Location: Costa Mesa Neighborhood Community Center

Department: Student Services

Purpose: Honor student scholarship award recipients

Cost: NTE \$2,200

Funding Source: College and Associated Student Government funds

Early College High School Back to School Night

Date: September 2, 2010, 6:30 – 8:00 p.m.

Location: Costa Mesa Center

Department: Early College High School

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

Cost: No cost to College or District

Early College High School Open House

Date: May 12, 2011, 6:30 – 7:30 p.m.

Location: Costa Mesa Center

Department: Early College High School

Purpose: Give families an opportunity to view student work completed over the past school year and for students to present digital portfolios.

Cost: No cost to College or District

2010 Fall Leadership Workshop

Date: October 8, 2010

Location: Garden Grove Center

Department: President's office

Purpose: To help develop and strengthen leadership qualities in faculty, managers and staff.

Cost: NTE \$650/Materials and Refreshments.

Funding Source: Staff Development funds.

Academic Senate Executive Committee's Planning Workshop

Date: August 25, 2010
Location: Costa Mesa
Department: Academic Senate
Purpose: Senate planning workshop for 2010-11 academic year
Cost: NTE \$200/Materials and Refreshments
Funding Source: Academic Senate funds

Office of Instruction Deans' and Department Chairs' Luncheon and Workshop
Date: September 9, 2010
Location: Huntington Beach
Department: Office of Instruction
Purpose: Fall 2010 Planning Session
Cost: NTE \$700
Funding Source: Associated Student Government ancillary funds

Acquired Brain Injury Ice Cream Social and Award Ceremony
Date: May 25, 2011; 10:00 a.m. – 12:30 p.m.
Location: Costa Mesa Center
Department: Special Programs and Services for the Disabled, Acquired Brain Injury (ABI) Program
Purpose: ABI Graduation and Fundraiser
Cost/purpose: NTE \$2,000/Materials and Refreshments
Funding source: Special Programs Foundation funds

Special Programs and Services for the Disabled Special Events
Date: Various Dates throughout 2010/11
Location: Costa Mesa Center
Department: Special Programs and Services for the Disabled
Purpose: Various
Cost/purpose: Varying cost dependant on the event and number of participants.
Funding source: Special Programs Foundation funds

5th Annual Walk for Brain Injury Awareness
Date: March 26, 2011; 8:00 – 11:00 a.m.
Location: Huntington Central Park
Department: Special Programs and Services for the Disabled, Acquired Brain Injury (ABI) Program
Purpose: Fundraiser for the Special Programs Foundation
Cost/purpose: NTE \$10,000/Materials and Refreshments
Funding source: Special Programs Foundation funds

DDL Wild West Dance
Date: May 6, 2011; 5:30 – 8:30 p.m.
Location: Costa Mesa Center
Department: Special Programs and Services for the Disabled, Developmentally Delayed Learner (DDL) Program
Purpose: Fundraiser for the Special Programs Foundation
Cost/purpose: NTE \$1,750/Materials and Refreshments
Funding source: Special Programs Foundation funds

Political Science Club
Date: Various Dates through May 27, 2011
Location: Le-Jao Learning Center, Orange County Superior Court, Orange County Board of Supervisors, City of Westminster and elected officials' offices in Orange County.
Department: Student Services and Social Sciences
Purpose: To expand students' knowledge of and participation in politics at the local, state and national levels. To provide students networking and career opportunities.
Cost: No cost to the College or District

Candidates' Forum
Date: Various Dates through November 2, 2010
Location: Le-Jao Learning Center, College Center, and/or facility within the Coast Community College District.
Purpose: To expand and increase students' knowledge of politics at the local, state and national levels by participating in the 2010 General Election. To provide students networking and career opportunities.
Cost: No cost to College or District.

All-College Meeting

Date: September 10, 2010

Location: Rose Center Grand Ballroom and Le-Jao Center

Department: President's office

Cost/purpose: NTE \$4,000/Materials and Refreshments

Funding source: College and Foundation funds

Alumni Reception

Date: October 21, 2010; 5:00 – 9:00 p.m.

Location: Claim Jumper Restaurant, Fountain Valley

Department: Foundation

Purpose: Alumni Association Reception

Cost/Purpose: NTE \$2,500/Dinner and Entertainment

Funding Source: MPI Project-Alumni Association funds

Latino Youth Leadership Workshop

Date: August 20, 2010

Location: Garden Grove Center

Department: Outreach

Purpose: Community outreach

Cost/Purpose: NTE \$400/Outreach

Funding Source: General funds

7. Authorization to Apply for Funded Programs

Subject	7.01 Authorization to Apply for Funded Programs
Meeting	Aug 18, 2010 - Regular Meeting
Category	7. Authorization to Apply for Funded Programs
Access	Public
Type	Consent

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

Coastline Community College has applied for a Small Business Administration (SBA) grant titled "**Coastline Entrepreneurship Institute on Behalf of Women's Business Development (IWDB)**". Building on the success of its signature microenterprise program, *Project Success*, which directly targeted small businesses adversely affected by the economy, Coastline proposes to further tailor training to the unique needs of women entrepreneurs through the Institute for Women Entrepreneurs. The Institute responds to the Program for Investment in Microentrepreneurs (PRIME), an initiative of the Small Business Administration.

Fiscal Impact: If funded, Coastline Community College will receive \$209,195 from 2010 through 2011. There is an in-kind match of \$104,598.

Coastline Community College has applied for the U.S. Department of Education, Fund for the Improvement of Post-Secondary Education (FIPSE) funding titled "**Comprehensive Veterans Service Program (CVSP) at Coastline Community College**". The Comprehensive Veterans Service Program (CVSP) will establish a Veterans Center and enhance existing programs for veterans at Coastline Community College to overcome two wide-spread and growing barriers to academic success by student veterans: Traumatic Brain Injury (TBI) and Post-traumatic Stress Disorder (PTSD). CVSP ("see-visp") will be a replicable model build on Coastline's Acquired Brain Injury (ABI) retraining program, which received multiple FIPSE awards and has been disseminated throughout the country. Coastline now seeks funding under the FIPSE *Centers of Excellence for Veteran Student Success* program to develop, pilot, and evaluate CVSP.

Fiscal Impact: If funded, Coastline Community College will receive up to \$400,000 over three years (Yr 1 = \$181,980; Yr 2 = \$111,545; Yr 3 = \$106,475). There is also a required match of \$301,787 over the three years (Yr 1 = \$131,929; Yr 2 = \$84,929; Yr 3 = \$84,929). The proposed project dates are October 1, 2010 through September 30, 2013.

Coastline Community College has applied for the U.S. Department of Education, Fund for the Improvement of Post-Secondary Education (FIPSE) funding titled "**Virtual Media Apprenticeship Program (VMAP)**". Coastline Community College, in Orange County, California, in partnership with its Center for Instructional Systems Development (CISD) and the Orange County One-Stop Center, proposes to design and evaluate an apprenticeship program using the Second Life multi-user virtual environment. VMAP will develop and demonstrate a training program in which students - immediately upon enrollment - begin working as apprentices in a virtual workplace, located on an island in Second Life. Through synchronous and asynchronous instruction using programmable, three-dimensional (3D) virtual worlds and interactive virtual facilitated learning activities, students are coached and assisted by intelligent agents, expert simulations (e.g., role-playing, reenactments), just-in-time tutorials, and augmented virtual reality in an immersive virtual environment to learn *all of the concepts and skills* necessary to do the *job of their dreams* at an ever-increasing level of expertise.

Fiscal Impact: If funded, Coastline Community College will receive up to \$749,946 over three years (Yr 1 = \$221,898; Yr 2 = \$420,050; Yr 3 = \$107,998). There is also a required match of \$469,817 over the three years (Yr 1 = \$134,815; Yr 2 = \$210,119; Yr 3 = \$124,883). The proposed project dates are October 1, 2010 through September 30, 2013.

Golden West College has received the Chancellor's Office of California Community Colleges, Workforce Investment Act Funds for Associate Degree Nursing (RN) Programs funding titled "**Center for Nursing Expansion/Innovation Grant**".

This grant provides funds to increase student enrollment and provide services to improve nursing students' completion of the nursing program and increase the passing rate on the licensing examination.

Fiscal Impact: Golden West College will receive \$340,857 from January 1, 2010 to December 31, 2010. There is a 1:1 match required for these funds. The match will be provided by community partners and in-kind match from GWC.

Golden West College has been awarded a Fund for The Improvement of Postsecondary Education (FIPSE) grant from the U.S. Department of Education titled "**NARET: North American Renewable Energy Technology Program.**" The purpose of this grant is to establish a North American program in renewable energy technology and to train graduates with the applied skills and knowledge of electrical generation, electronic analysis, process control and design necessary to function as renewable energy technicians or technologists throughout North America. The consortium will consist of institutions from the United States, Canada, and Mexico. (Original Board Approval Date: December 13, 2006)

Fiscal Impact: GWC has been awarded a total of \$205,736 (Year 1: \$27,824; Year 2: \$60,304; Year 3: \$63,304; Year 4: \$54,304). No matching funds are required. **The reason for the revision is to extend the performance period of the grant and to increase the total award amount to match the revised budget received from the U.S. Department of Education. The previous performance period for this grant was from September 1, 2006 through August 31, 2010. The grant has been extended until August 31, 2011; therefore the new performance period is now September 1, 2006 through August 31, 2011. Additionally an increase revision of \$30,000 was received increasing the total award amount to \$235,736.**

8. Authorization for Disposal of Surplus

Subject **8.01 Authorization for Disposal of Surplus**
Meeting Aug 18, 2010 - Regular Meeting
Category 8. Authorization for Disposal of Surplus
Access Public
Type Consent

File Attachments

[0831100Surplus.pdf \(11 KB\)](#)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
Computer	9055395	DHM	B34HK61	I
Computer	9055288	A1058	W84491SRPNY	I
Printer	9047694	Phaser 3400	SY9002702	I
Pressure Washer	9078829	CC2010EDXDH	1011502	I
Carpet Extractor	9022342	---	---	I
Floor Fan	9022720	W571760	SW5717600820	I
Floor Fan	9028453	---	---	I
Arc welder	20005996	LN-25	U1930805376	P
Arc welder	20005993	LN-25	200484	P
Cabinets (2)	---	---	---	P
Cabinet	---	---	---	P
Monitor	9053623	P793	DS-NKR-4D025-47606-293-DX7E	P
Monitor	9053626	M781p	DS-NKR-4D025-47605-23L-DRWQ	P
Monitor	9053934	M782	MY-08G157-47603-369-B470	P
Monitor	9053936	M782	MY-08G157-47603-369-B467	P
Monitor	9053938	M782	MY-08G157-47603-369-B464	P
Monitor	9053940	M782	MY-08G157-47603-369-B48A	P
Monitor	9053942	M782	MY-08G157-47603-369-B460	P
Monitor	9053944	M782	MY-08G157-47603-369-B46C	P
Monitor	9053948	M782	MY-08G157-47603-369-B47M	P
Monitor	9053950	M782	MY-08G157-47603-369-B461	P
Monitor	9054054	G3C9	MY-08G157-47460-336-9B42	P
Monitor	9055829	M782	MY-08G157-47603-3BJ-BWWH	P
Monitor	9058918	M782	MY-08G157-47603-369-B4C1	P
Monitor	9058922	M782	MY-08G157-47603-369-B4CZ	P
Monitor	9058926	M782	MY-08G157-47603-369-B4DL	P
Monitor	9058932	M782	MY-08G157-47603-369-B4D1	P
Monitor	9058934	M782	MY-08G157-47603-369-B4DE	P
Monitor	9058936	M782	MY-08G157-47603-369-B4CV	P
Monitor	9058940	M782	MY-08G157-47603-369-B4DJ	P
Monitor	9058942	M7826	MY-08G157-47603-369-B45V	P
Monitor	9058944	M782	MY-08G157-47603-369-B472	P
Monitor	9058946	M782	MY-08G157-47603-369-B4D0	P
Monitor	9058952	M782	MY-08G157-47603-369-B46F	P
Monitor	9058956	M782	MY-08G157-47603-369-B462	P

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Monitor	9058958	M782	MY-08G157-47603-369-B463	P
Monitor	9058960	M782	MY-08G157-47603-369-B4DP	P
Monitor	9058962	M782	MY-08G157-47603-369-B46U	P
Monitor	9058966	M782	MY-08G157-47603-369-B46T	P
Monitor	9058968	M782	MY-08G157-47603-369-B459	P
Monitor	9058970	M782	MY-08G157-47603-369-B4DK	P
Computer	9058974	M782	MY-08G157-47603-369-B4DV	P
Computer	9058976	M782	MY-08G157-47603-369-B458	P
Computer	9058978	M782	MY-08G157-47603-369-B4E4	P
Computer	9058982	M782	MY-08G157-47603-369-B4E1	P
Computer	9058984	M782	MY-08G157-47603-369-B4E0	P
Computer	9058986	M782	MY-08G157-47603-369-B4CF	P
Computer	9060093	M783S	MY-0X3782-47603-4A6-B73W	P
Computer	9060742	M782	MY-08G157-47603-369-B4C2	P
Computer	9060743	M782	MY-08G157-47603-369-B4DH	P
Computer	9060764	M782	MY-08G157-47603-3CC-BHFW	P
Printer	9074819	3200MFP/N	GAL091697	I
Monitor	9058375	1703FPs	MX-02Y311-47605-39B-DX4W	I
Box of misc power cables, DVD drive, keyboard, mice, & old memory	---	---	---	I
VCR	9045568	AG 1980P	F0TC00953	I
"COACH'S PLAYMAKER" ControlBoard	9035907	CPM 22	PL-01039982P12	I
"COACH'S PLAYMAKER" Distribuon Amplifier	9035908	VC22-DA8	PL-01039982C22DA8	I
VCR	9035909	AG 1980P	L9TC00190	I
VCR	9035910	AG 2560P	G0KN00739	I
VCR	9035911	AG 2560P	G0KN00768	I
VCR	9035912	AG 2560P	G0KN00173	I
VCR	9031780	AG 1330P	18KN00047	I
VCR	9017918	AG 1310P	A7KN03778	I
VCR	9018441	AG 1300P	L5KL01683	I
CD Player	OCC AV-05-123	SL-P1	0K5124J197	I
Digital Camera	9053561	C-4040	197362320	P
Desk	9018242	---	---	P
File Cabinet	---	---	---	P
Trailer	---	---	---	I

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Scantron	9040579	2100	E1762 OPT2	I
Printer	9024787	C3980A	USDQ028469	I
Printer	9047629	C6455A	SMY08S1B06E	I
Computer	9071509	DHM	10LQ821	I
Monitor	9053651	M782	MX-08G157-47605-2B8-BBWP	P
Fax Machine	9023355	KX-FP200	8BBFB357786	P
AM/FM Tuner	9034219	BLP9OZNR-320	D3218534	P
AM/FM Tuner	9018637	712N602566	S-7125A	P
Tables (2)	---	---	---	I

9. Authorization to Enter Into Standard Telecourse Agreements

Subject **9.01 Coastline Community College -**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **9. Authorization to Enter Into Standard Telecourse Agreements**
Access **Public**
Type **Consent**

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

ANTHROPOLOGY: THE FOUR FIELDS

Riverside Community College (CA)

Term of Agreement: September 1, 2010 – August 31, 2013

ASTRONOMY: OBSERVATIONS AND THEORIES

City Colleges of Chicago, Center for Distance Learning (IL)

Term of Agreement: January 1, 2011 – December 31, 2013

Mineral Area College (MO)

Term of Agreement: August 16, 2010 – December 31, 2010

Piedmont Technical College (SC)

Term of Agreement: August 15, 2010 – August 14, 2011

CONCEPTS IN MARKETING

Collegeanywhere (NJ)

Term of Agreement: September 1, 2010 – August 31, 2013

CYCLES OF LIFE: EXPLORING BIOLOGY

North Carolina Community College System (NC)

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

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

City Colleges of Chicago, Center for Distance Learning (IL)

Term of Agreement: September 1, 2010 – August 31, 2013

FACES OF CULTURE – REVISED

City Colleges of Chicago, Center for Distance Learning (IL)

Term of Agreement: September 1, 2010 – December 31, 2011

PSYCHOLOGY: THE HUMAN EXPERIENCE

Collegeanywhere (NJ)

Term of Agreement: September 1, 2010 – August 31, 2013

SCIENCE & TECHNOLOGY IN THE WESTERN CULTURE TRADITION

Empire State College (NY)

Term of Agreement: August 26, 2010 – August 25, 2011

TRANSITIONS THROUGHOUT THE LIFE SPAN

Collegeanywhere (NJ)

Term of Agreement: September 1, 2010 – August 31, 2013

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

10. Approval of Clinical Contracts

Subject	10.01 Orange Coast College
Meeting	Aug 18, 2010 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Type	Consent

After review by the District's general counsel, and the College President, it is recommended by the Chancellor that authorization be given to enter into a renewal and an amendment with the following institutions in connection with the Respiratory Care program which is part of the Coast Community College District curriculum. It is further recommended that the Board President, or designee, be authorized to sign this agreement and any related documents, indicating approval by the Board of Trustees. (Only copies of non-standard agreements are attached to each Trustee's Agenda.)

RENEWAL

Loma Linda University Medical Center Non- Standard Clinical Affiliation Agreement
Loma Linda, CA
Term: August 19, 2010 to September 1, 2011
Compensation: None

AMENDMENT TO EXISTING AGREEMENT

Pomona Valley Hospital Medical Center Standard Clinical Affiliation Agreement
Pomona, CA
Term: August 19, 2010 to August 30, 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 (for field experience agreements, the District provides only Worker's Compensation insurance.) This District provided insurance coverage is in effect while the student is on-site at facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities.

File Attachments

[Loma Linda Contract.pdf \(692 KB\)](#)

11. Approval of Standard Agreements

Subject	11.01 OCC - Neptune School of Wine
Meeting	Aug 18, 2010 - Regular Meeting
Category	11. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Agreement between the Neptune School of Wine and the Coast Community College District for the purpose of teaching a Certificate in Wine and Spirits course offered by Orange Coast College

Background: The course includes 18 hours of classroom instruction in Certificate in Wine and Spirits course and the curriculum belongs to Neptune School of Wine. This is an industry certification.

Goal/Purpose: To offer an 18 hour Certificate in Wine and Spirits course available to the community.

Comments: Reviewed 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 Neptune School of Wine and the Coast Community College District for the purpose of offering 18 hour Certificate in Wine and Spirits course available to the community. 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 Community Education to receive revenue from this contract through participant registrations.

Subject **11.02 OCC - SEIUUHW**
Meeting Aug 18, 2010 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and SEIUUHW- West & Joint Employer Educational Fund (COMPANY), for the purpose of offering instruction in Math N008 "Pre-Algebra"

Background: This is a revision to a contract that was approved at the April 2, 2010 board meeting.

Goal/Purpose: To offer instruction in Math N008 "Pre-Algebra".

Recommendation Statement: After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and SEIU UHW - West & Joint Employer Educational Fund for the purpose of offering instruction in Math N008 "Pre-Algebra" as requested by the company from August 30, 2010 through December 19, 2010.

Fiscal Impact: OCC Community Education to receive \$10,530 revenue for this contract. NET PROCEEDS: Math and Science Division to receive 10% of total contract and OCC Community Education office to receive net proceeds of this program.

Subject **11.03 OCC - Vital Link**
Meeting Aug 18, 2010 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and Vital Link (COMPANY), for the purpose of providing guest speakers, industry experts, tours and catering services for a Contract Education program offered by Orange Coast College

Goal/Purpose: To provide guest speakers, industry experts, tours and catering services.

Recommendation Statement: After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and Vital Link for the purpose of providing guest speakers, industry experts, tours and catering services for a Contract Education program offered by Orange Coast College from July 22, 2010 through July 30, 2010. It is further recommended that the Board President, or designee, be authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$7,995 will be paid to Vital Link through Contract Education funds.

Subject **11.04 OCC - Head Start**
Meeting Aug 18, 2010 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

Authorization to Enter Into a Standard Agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in Disaster Preparedness (EC262)/Health & Safety in the Preschool Classroom (EC199)

Goal/Purpose: To offer instruction in Disaster Preparedness.

Recommendation Statement: After review by the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to enter into a standard agreement between the Coast Community College District (Orange Coast College) and Orange County Head Start, Inc. for the purpose of offering instruction in Disaster Preparedness (EC 262)/Health & Safety in the Preschool Classroom (EC 199) as requested by the company from October 21, 2010 through May 31, 2011. It is further recommended that the Chancellor or the Vice Chancellor of Administrative Services be authorized to sign the agreement.

Fiscal Impact: OCC Community Education to receive \$2,970.00 revenue for this contract. NET PROCEEDS: OCC Community Education office to receive net proceeds of the program.

Subject **11.05 GWC - Internship Agreements**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **11. Approval of Standard Agreements**
Access **Public**
Type **Consent**

Approve Standard Internship Agreement

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

Intern/Institution: National University (Student Being Placed: Jaime Crews)

Scope: Assist the Transfer Center with daily services and events

Department: Transfer Center

Term: August 30, 2010 – December 17, 2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Approve Standard Internship Agreement

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

Intern/Institution: CSU Long Beach (Student Being Placed: Nancy Levyssohn)

Scope: Assist the Transfer Center with daily services and events

Department: Transfer Center

Term: August 19, 2010 – December 17, 2010

Cost/Source of Funds: Unpaid internship sponsored by placing institution.

Subject **11.06 District Approval of Standard Architectural Services Agreement**
Meeting Aug 18, 2010 - Regular Meeting
Category 11. Approval of Standard Agreements
Access Public
Type Consent

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 # 2)

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

File Attachments

[CCCD Standard Architectural Services Agreement 2010 JL.pdf \(538 KB\)](#)

12. Authorization for Purchase of Institutional Memberships

Subject **12.01 Golden West College**

Meeting **Aug 18, 2010 - Regular Meeting**

Category **12. Authorization for Purchase of Institutional Memberships**

Access **Public**

Type **Consent**

NEW

Name and Acronym: Orange County Chiefs' & Sheriffs' Association (OCCSA)

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

Cost: \$125

Purpose: Allows former Chief and current Director Ron Lowenberg of Golden West College Criminal Justice Regional Training Center to be an active member of a critical decision making association.

RENEWAL

Name and Acronym: California Community College Fastpitch Coaches Association (3CFCA)

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

Cost: \$100

Purpose: Allows access to regional and state tournaments, voting rights at conference and state meetings, and access to 3CFCA statistics website, and receives rule book and policy updates.

Name and Acronym: Huntington Beach Chamber of Commerce (HBCOC)

Term of Membership: September 2, 2010 – August 31, 2011

Cost: \$309

Purpose: Allows networking with city organizations.

Subject **12.02 Orange Coast College**
Meeting Aug 18, 2010 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWAL

Name and Acronym: Association of Community and Continuing Education Membership (ACCE)

Term of Membership: 2010-2011

Cost: \$159.00

Purpose: Membership provides a directory for each member, up to date information on issues and best practices regarding Community Education and Continuing Education, quarterly journals, and drive-in workshops and conferences for three staff members.

Name and Acronym: National Collegiate Honors Council (NCHC)

Term of Membership: 2010-2011

Cost: \$500.00

Purpose: to maintain and develop alliances with college and university honors programs; to facilitate the establishment of transfer admissions agreements with these institutions throughout the United States; to maintain eligibility for participation by students, faculty, and staff at annual conferences; to assist in the constant improvement of honors education, as well as honors transfer, scholarship, continuing education, and research opportunities; to contribute to the development and improvement of honors program policies.

Name and Acronym: Western Regional Honors Council (WRHC)

Term of Membership: 2011

Cost: \$50.00

Purpose: to maintain and develop alliances with college and university honors programs; to facilitate the establishment of transfer admissions agreements with these institutions throughout the western United States; to maintain eligibility for participation by students, faculty, and staff at annual conferences; to assist in the constant improvement of honors education, as well as honors transfer, scholarship, continuing education, and research opportunities; to contribute to the development and improvement of honors program policies.

Name and Acronym: Honors Transfer Council of California (HTCC)

Term of Membership: 2010-2011

Cost: \$90.00

Purpose: to maintain and develop alliances with college and university honors programs; to facilitate the establishment of transfer admissions agreements with 4-year institutions throughout California; to maintain eligibility for participation by students, faculty, and staff at annual conferences; to assist in the constant improvement of honors education, as well as honors transfer, scholarship, continuing education, and research opportunities; to contribute to the development and improvement of honors program policies.

Subject **12.03 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 12. Authorization for Purchase of Institutional Memberships
Access Public
Type Consent

RENEWALS

Name and Acronym: Community College League of California (CCLC)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: \$45,533.00 (this includes a voluntary special assessment of \$8,800.00 for budget advocacy)
Purpose: Operational umbrella organization for California Community College Trustees (CCCT), California Association of Community Colleges (CACC), Chief Executive Officers of California Community Colleges (CEOCCC), and Association of California Community College Administrators (ACCCA).

Name and Acronym: Community College League of California (CCLC), Board Docs Services
Term of Membership: July 1, 2010 – June 30, 2011
Cost: \$9,000.00
Purpose: Membership includes the opportunity to utilize BoardDocs at a pre-negotiated price. BoardDocs has been developed for school boards, local governments, and private and public boards to help alleviate the enormous task of assembling, printing, distributing and revising agenda items and policies.

California Community College Online Collective Bargaining Database – Subscription from July 1, 2010 – June 30, 2011 – \$2,500.
One-year subscription service renewal to the Community College League of California for Collective Bargaining Database access. The subscription provides collective bargaining information for the Office of Human Resources.

Name and Acronym: Community College League of California/California Community College Athletic Association (CCLC/CCCAA)
Term of Membership: July 1, 2010 – June 30, 2011
Cost: \$13,486.25 (this includes a 25% rebate for 2010-11 academic year in response to the state budget situation, as approved by Commission on Athletics Board)
Purpose: Institutional fee per sport offering based upon institutionally verified sport teams; membership qualifies each institution for national awards consideration.

Subject **12.04 Coastline Community College**

Meeting **Aug 18, 2010 - Regular Meeting**

Category **12. Authorization for Purchase of Institutional Memberships**

Access **Public**

Type **Consent**

RENEWAL

Name and Acronym: Garden Grove Chamber of Commerce

Term of Membership: August 1, 2010 — July 31, 2011

Cost: \$100

Purpose: Membership will provide access to Chamber businesses to market and network the programs offered through Coastline Community College and the Garden Grove Learning Center.

Name and Acronym: Servicemembers Opportunity Colleges (SOC) Consortium

Term of Membership: January 1, 2010 – December 31, 2012

Cost: No cost

Purpose: A consortium of national higher education institutions and associations that functions in cooperation with the Department of Defense (DoD) and the Military Services to help meet the voluntary needs of servicemembers, family members and DoD civilians.

Name and Acronym: Council of Colleges and Military Educators (CCME)

Term of Membership: April 1, 2010 – April 1, 2011

Cost: \$500

Purpose: An international organization dedicated to promoting, encouraging and delivering quality education to service members and their families, in all branches of The United States Armed forces.

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

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

Cost: \$395

Purpose: NCMPR hosts national and regional conferences, plus special professional development activities for marketing, public relations, graphics and web professionals at community colleges nationwide. Includes a subscription to Counsel Magazine (for Community College Marketing professionals) as well as the opportunity to participate in all events, and awards competitions.

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

Term of Membership: July 1, 2010 – July 31, 2011

Cost: \$175

Purpose: Resources support the Marketing, Public Relations and Graphics/Printing departments in their communication efforts. CCPRO offers events focused on idea generation/brainstorming to reach specific target audiences.

Name and Acronym: Newport Beach Chamber of Commerce

Term of Membership: July 1, 2010 – July 31, 2011

Cost: \$410

Purpose: Supports the College in its community relations outreach efforts.

13. Authorization for Off-Campus Assignments

Subject **13.01 Coastline Community College**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **13. Authorization for Off-Campus Assignments**
Access **Public**
Type **Consent**

It is requested that the following off-campus assignment be approved, to serve without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

Name: Loretta P. Adrian, Ph.D.

Title: President

Organization: National Association of Asian Pacific Islander Council through the American Association of Community Colleges (NAPIC)

Assignment: Board Member

Term: July 1, 2010 — June 30, 2011

Subject	13.02 District
Meeting	Aug 18, 2010 - Regular Meeting
Category	13. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

Ding-Jo H. Currie, Chancellor, to serve on the Higher Education Resource Services, Inc., (HERS) Board of Directors, from July 1, 2010 through June 30, 2011, without loss of salary, with the understanding that authorization will be requested to attend meetings as they are set.

14. Authorization for Community Activities

Subject **14.01 Orange Coast College**
Meeting Aug 18, 2010 - Regular Meeting
Category 14. Authorization for Community Activities
Access Public
Type Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of August 19, 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

CHI GUNG, Fee: \$90, 9 hours. Presenter: Jim Rose. Compensation equals 50%, of the number of participants registered times the program fee minus direct costs/administration fee. (P)

COOKING WITH BOOKS, Fee: \$75, plus \$10 materials fee, 9 hours. Presenter: Kristina Mazaika. Compensation equals 100% of the materials fee plus 50% of the number of participants registered, times the program fee minus direct costs/administration fee. (P)

CULINOLOGY WORKSHOP SERIES – FOUNDATIONS IN FOOD SCIENCE, Fee: \$725 member of RCA/\$850 non-members, plus \$10 materials fee, 24 hours. Presenter: Jill Golden. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

CULINARY BASICS: HEARTY FALL SOUPS, Fee: \$60, plus \$15 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

CULINARY BASICS: HOLIDAY HORS D'OURVES AND APPETIZERS, Fee: \$60, plus \$15 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

CULINARY BASICS: HOLIDAY SIDE DISHES, Fee: \$60, plus \$15 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

CULINARY BASICS: THE PERFECT TURKEY: A WORKSHOP, Fee: \$60, plus \$15 materials fee payable to presenter, 4 hours. Presenter: Bryce Benes. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. Consumer Science division to receive a portion of the net proceeds. (P)

DIGGING DINOSAURS, Fee: \$75, plus \$12 materials fee, 9 hours. Presenter: Kristine Mazaika. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

DRAWING AND PAINTING FOR ADULTS, Fee: \$130, 12 hours. Presenter: Rebecca Erbstoesser. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

FALL GLYPHS: WHERE ART, MATH AND WRITING COLLIDE, Fee: \$75, plus \$5 materials fee, 9 hours. Presenter: Kristine Mazaika. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

FEEDING THE YOUNG CHILD, Fee: \$75, 9 hours. Presenter: TC Proctor. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

GREAT GRAINS AND BEAUTIFUL BEANS!, Fee: \$50, plus \$10 materials fee, 4 hours. Presenter: Kim Allen. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

HEALTHY EATING: BUYING AND COOKING SUSTAINABLE MEAT, POULTRY, FISH AND VEGETABLES, Fee: \$50, plus \$10 materials fee, 2.5 hours. Presenter: Kim Allen. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

HALLOWEEN, COSTUME, SPECIAL EFFECTS MAKEUP, Fee: \$79, 3 hours. Presenter: David Scaglione. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

INTRODUCTION TO ADOBE PHOTOSHOP FOR ADULTS AND TEENS, Fee: \$160, plus \$10 materials fee, 18 hours. Presenter: Cheryl Dimson. Compensation equals 100% of the materials fee, plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

KUNDALINI, Fee: \$145, 4 hours. Presenter: Linda Salim. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

KUNG FU, Fee: \$90, 9 hours. Presenter: Jim Rose. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

MEDITATION, Fee: \$160, 4 hours. Presenter: Linda Salim. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

OPEN HEART LEVEL 1, Fee: \$100, plus \$12 materials fee, 7 hours. Presenter: Linda Salim. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

OPEN HEART LEVEL 2, Fee: \$150, 7 hours. Presenter: Linda Salim. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

PAINTING BIG, Fee: \$110, plus \$5 materials fee, 16 hours. Presenter: Cheryl Dimson. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

REIKI TUMMO LEVEL 1, Fee: \$100, plus \$10 materials fee, 7 hours. Presenter: Linda Salim. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

REIKI TUMMO LEVEL 2, Fee: \$200, plus \$10 materials fee, 7 hours. Presenter: Linda Salim. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

REIKI TUMMO LEVEL 3, Fee: \$200, plus \$10 materials fee, 7 hours. Presenter: Linda Salim. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

SPICES II, Fee: \$60, plus \$10 materials fee payable to presenter, 4 hours. Presenter: Kim Allen. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

TAI CHI, Fee: \$90, 9 hours. Presenter: Jim Rose. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WINE & FOOD TASTING AT RUSTY PELICAN, Fee: \$35, plus \$20 materials fee, 2 hours. Presenter: Joe Poshek. Class will be held off campus at the Rusty Pelican. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WINE & SPIRITS CERTIFICATION, Fee: \$500, plus \$250 certification fee payable to Neptune School of Wine, 18 hours. Presenter: Joe Poshek. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

WINTER GLYPHS: WHERE ART, MATH AND WRITING COLLIDE, Fee: \$75, plus \$7 materials fee, 9 hours. Presenter: Kristine Mazalka. Compensation equals 100% of the materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

INDEPENDENT CONTRACTORS

IC Name: Christine Sullivan

Services: Presenter for the BASIC BEADING class, Fee: \$69, plus \$20 materials fee, 4 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Beverly Hicks

Services: Presenter for the BEGINNING SILK PAINTING ON STRETCHER FRAMES class, Fee: \$68, plus \$15 materials fee, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Roberta Christensen

Services: Presenter for the BUILDING YOUR FINANCIAL PORTFOLIO class, Fee: \$49, plus \$15 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Roberta Christensen

Services: Presenter for the FLY FISHING class, Fee: \$49, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Dr. John Drew

Services: Presenter for the GRANT WRITING FUNDAMENTALS class, Fee: \$50, plus \$35 materials fee, 5 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the GEMSTONE AND STERLING PRONG-SET PENDANT class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Christine Sullivan

Services: Presenter for the IN THE CHRISTMAS SPIRIT class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Beverly Hicks

Services: Presenter for the INTRODUCTION TO BATIK ON COTTON class, Fee: \$68, plus \$15 materials fee payable to presenter, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Christine Sullivan

Services: Presenter for the LARIAT class, Fee: \$69, plus \$15 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Beverly Hicks

Services: Presenter for the ORIGAZAMI ON SILK SCARVES & FABRICS class, Fee: \$68, plus \$15 materials fee, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee, plus 100% of the material fee payable to the presenter.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Christine Sullivan

Services: Presenter for the PEARLS AND CRYSTALS NECKLACE class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Frank Reynolds

Services: Presenter for the PROJECT MANAGEMENT CERTIFICATION EXAM PREP class, Fee: \$650, 36 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010- June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Christine Sullivan

Services: Presenter for the RECYCLING YOUR TREASURES class, Fee: \$69, plus \$15 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the SOLDERED BELZEL-SET PENDANT class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Christine Sullivan

Services: Presenter for the SPIRAL BEADED BRACELET class, Fee: \$69, plus \$15 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the WAVE RING class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Linda Krall

Services: Presenter for THE WILD IDEA: CREATIVE PROBLEM SOLVING class, Fee: \$79, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the WIRE WRAPPED BRACELET class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Christine Sullivan

Services: Presenter for the WIRE WRAPPED RINGS class, Fee: \$69, plus \$12 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: Patrick Sullivan

Services: Presenter for the WIRE WRAPPED RING WITH STONE SETTING class, Fee: \$69, plus \$20 materials fee, 3 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

IC Name: RJ Coaching and Consulting

Services: Presenter for the YOUR BEST YEAR YET: A NEW WAY TO RETIRE class, Fee: \$60, 6 hours. (P)

Payment Schedule/Compensation: Compensation equals 100% of materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee.

Terms of Agreement: August 19, 2010 - June 30, 2011

Source of Funding: To be paid from Community Education registration fees.

REVISION TO PREVIOUS BOARD ACTION

PROFESSIONAL EXPERTS

FLIGHT SIMULATOR PROGRAM, Add Presenter: Ed Valdez. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 1/20/10)

INFECTION CONTROL – 8 HOUR BOARD APPROVED COURSE, Fee change: \$150, 8 hours. Presenters: Joy Myers and Diane Balding. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. Allied Health division to receive a portion of the net proceeds. (P) (Prior Board approval 5/5/10)

KINDERGARTEN READINESS, Fee change: \$425, plus \$50 materials fee. 25.5 hours. Presenter: Carrie Hale. Compensation equals 100% materials fee plus 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P) (Prior Board approval 5/5/10)

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

WIRE FEEDER WELDING, Add Presenter: John Hess. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. OCC Welding program to receive a portion of the proceeds. (P) (Prior Board approval 4/7/10)

The following is a revision to the SEIU-United Healthcare Workers (UHW) West & Joint Employer Education Fund regarding Professional Expert: Jorge Guerra. Pursuant to the District's Standard Contract Agreement, SEIU-UHW – West & Joint Employer Educational Fund has contracted with Orange Coast College's Community and Contract Education department to provide contract training to incumbent workers in the following non-apportionment generating, credit class:
Math N008 Pre-Algebra.

Professional Expert Jorge Guerra will teach Math N008 Pre-Algebra and will provide 54 instructional teaching hours and will be paid \$73.94 per instructional hour. Hourly rate paid by SEIU-UHW contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange Coast College.

The following is a revision to the Orange County Head Start Inc. regarding Professional Expert: Melinda Sprague. Pursuant to the District's Standard Contract Agreement, Orange County Head Start Inc. has contracted with Orange Coast College's Community and Contract Education department to provide contract training to incumbent workers in the following non-apportionment generating, credit classes:
Disaster Preparedness EC 262 and Health & Safety in the Preschool Classroom EC 199.

Professional Expert Melinda Sprague will teach EC 262 and EC 199 and will provide 18 instructional teaching hours and will be paid \$57.50 per instructional hour. Hourly rate paid by Orange County Head Start Inc. contract and will not apply toward Lecture Hour Equivalency (LHE). Classes will be held at Orange County Head Start Inc.

15. Authorization for Sailing Program

Subject **15.01 Orange Coast College**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **15. Authorization for Sailing Program**
Access **Public**
Type **Consent**

The following non-credit classes will be offered by the Marine Programs Office during the period of August 19, 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.

PROFESSIONAL EXPERT

Employee: Roberto Gorostiza

Professional Services: To perform specialized marine maintenance and repair on sailing center boats, crew boat and launches, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$10.00/hr

Funding Source: To be paid an amount NTE \$5,000 from Sailing Center funds.

Contract Dates: Work to be performed between August 19, 2010 and June 30, 2011.

REVISIONS TO PREVIOUS BOARD

MAGNITUDE 80 COURSES

LONG POINT SERIES, AUG 27-29 2010; No fee to eligible students, 3 days

14 MILE BANK RACE, OCT 2010; No fee to eligible students, 1 day

NOV-DEC, 2010 HOT RUM SERIES; No fee to eligible students, 3 days

Courses to be taught aboard OCC's racing yacht Magnitude 80.

ADD PRESENTER: Sam Heck

Skippers at \$350-\$500, Mates at \$100-\$200, and cooks at \$60-\$120 per day. All transportation and meal expenses for approved staff and students to be paid for by the Sailing Center at no cost to the District (F) (prior approval Dec 9, 2009)

16. Personnel Items

Subject	16.01 District
Meeting	Aug 18, 2010 - Regular Meeting
Category	16. Personnel Items
Access	Public
Type	Consent

Personnel Items

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Contract Amendments Based upon Horizontal Salary Moves
- c. Authorization for Schedule Changes, Classified Staff
- d. Authorization for Professional Experts
- e. Authorization for Monthly Travel Allowances

File Attachments Open.pdf (21 KB)
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PERSONNEL ITEMS

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

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

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Durand, Ross	OCC	Groundskeeper II / Maint Semi-Skilled	Resign	09/01/10

b. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty member has 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>	<u>From Col/Step</u>	<u>To Col/Step</u>
Gillissen, Blade	OCC	IV 09	V 10
Nguyen, Jessica	OCC	III 13	IV 13
Sekins, Denise	GWC	IV 12	V 13

c. 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 Salary Schedule Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Greenwald, Anna	GWC	Staff Assistant	E-52-05	E-52-05+3%*	09/10/10	11/19/10

*Fluctuating Daily schedule.

Temporary FTE Change

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Bernard, Becky	OCC	Secretary	62.5%	100%	08/19/10	10/15/10

Temporary On Call Hours Over Contract

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Poush, Irene	CCC	Typist Clerk, Interm	75%	HOC	08/19/10	06/30/11

d. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Baiz, Richard, CCC, to coordinate all projects for the Latino Youth Leadership Conference, for the period 08/19/10 to 12/31/10, to be paid by timecard at \$100.00 per unit, 12 units per week for 20 weeks, compensation to be \$24,000.00.

Carpenter, William, DIST, to complete Degree Audit Project for general education and coordinating international programs articulating with four year schools, for the period 08/19/10 to 02/20/11, at \$100 per unit, 6.25 units per week for 24 weeks, compensation to be \$15,000.00.

Salinas-Rumps, Sallie, CCC, to write grants and develop processes for customer flow plans for the Orange County One-Stop Center to Orange County Workforce Investment Board, for the period 08/19/10 to 11/18/10, to be paid by timecard at \$10.00 per unit, 160 units per week for 15 weeks, compensation to be \$24,000.00.

Other Professional Experts

Couger, Danielle, 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.

LaDow, Morgan, OCC, to perform internship orientations for SETUP program through Teach3 grant, for the period 02/10/10 to 02/17/10, to be paid by timecard at \$100.00 per unit, 6.5 units per week for 1 week, compensation to be \$650.00.

Lane, Andrea, GWC, to develop educational plans for CTE Programs to support GWCpathways.com and to conduct workshops to train students and faculty in the use of GWCpathways.com, for the period 08/19/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 1.383 units per week for 47 weeks, compensation to be \$6,500.00.

Lee, Scott, CCC, to provide counseling on-site in China and distance education, facilitate counseling activities, and provide program development services for Contract Education CCC-Education Bound U.S.-China Project, for the period 08/19/10 to 06/30/11, to be paid by timecard at \$100.00 per unit, 1.333 units per week for 45 weeks, compensation to be \$6,000.00.

McLucas, Karen, OCC, to provide Social Work services for OCC students at the Student Health Center, for the period 08/30/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 10.91 units per week for 44 weeks, compensation to be \$4,800.00.

Montooth, Carisa, OCC, to facilitate a True Colors Workshop for the Student Leadership Conference on 08/23/10, to be paid by timecard at \$100.00 per unit, 1 unit per week for 1 week, compensation to be \$100.00.

Montooth, Carisa, OCC, to provide a one hour workshop on Stress Relief for lead teaching staff at the Children's Center on 08/23/10, to be paid by timecard at \$10.00 per unit, 5 units per week for 1 week,

compensation to be \$50.00.

Nguyen, Peter V., CCC, to provide web hosting services for the Business Education Statewide Advisory Committee (BESAC) website server, for the period 08/19/10 to 06/30/11, to be paid by timecard at \$10.00 per unit, 2.22 units per week for 45 weeks, compensation to be \$1,000.00.

Wordes, John, GWC, to assist in the coordination and facilitation of special events/projects (including Chefs for Scholarships-Fall 2010, Courtyard of Honor-Fall 2010, College Preview Day-Spring 2011, Gala Fund Raiser-Spring 2011, Commencement-Spring 2011) and develop alumni membership plan (Fall & Spring 2010-2011), for the period 08/19/10 to 12/17/10, to be paid at \$100.00 per unit, 4.722 units per week for 18 weeks, compensation to be \$8,500.00.

e. Authorization for Monthly Travel Allowances

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

CCC

Mihatov, Steven Director, Computer Services	\$130.00 per month
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GWC

Francus, Stanley Interim Vice President of Student Services	\$130.00 per month
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17. Authorization for Independent Contractors

Subject **17.01 Golden West College**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **17. Authorization for Independent Contractors**
Access **Public**
Type **Consent**

UNDER \$10,000

IC Name: Goodwin, Claudia

Services: Speaking panelist during Mental Health for Law Enforcement Officers

Payment Schedule/Compensation: \$114 per training session, to be paid \$38/hour to be paid upon completion of each training session

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

Source of Funding: Mental Health Grant funds

IC Name: Skale, David

Services: To provide entertainment at the Chef's for Scholarships event

Payment Schedule/Compensation: \$280, to be paid in full at event

(Revision is to increase the compensation from \$255. Previous Board action: 6/16/10.)

Term of Agreement: September 19, 2010

Source of Funding: Foundation Patron's Fundraising Events funds

Subject **17.02 Orange Coast College**
Meeting Aug 18, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

Under \$10,000

IC Name: Boatwain's Locker

Services: Instruction to OCC Sailing students enrolled in marine diesel classes and repair and maintenance to vessel engines.

Payment Schedule/Compensation: NTE \$3,000; total contract amount is \$3,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: August 19 to June 30, 2011

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

IC Name: Ullman Sails, Inc.

Services: Repair and maintenance to OCC Sailing vessel's sails.

Payment Schedule/Compensation: NTE \$2,000; total contract amount is \$2,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: August 19 to June 30, 2011

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

IC Name: West Sound Marina, Inc.

Services: Haul out and launching of Sailing Center boats and donations for repair and maintenance and surveys.

Payment Schedule/Compensation: NTE \$5,000; total contract amount is \$5,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: August 19 to June 30, 2011

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

REVISIONS

Under \$10,000

IC Name: SS Metal Fabricators

Services: To provide repair and metal fabrication for OCC Sailing vessels, facility and Foundation donations

Payment Schedule/Compensation: Amend NTE from \$1,000 to NTE \$8,000; total contract amount is \$8,000 to be paid upon submittal of invoice as work is completed.

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

Source of Funding: To be paid from Foundation or Sailing Center funds.
(prior approval June 16, 2010)

IC Name: MB Elite

Services: Repair and maintenance services to sailing center donated vehicles.

Payment Schedule/Compensation: Amend NTE to \$4,600; total contract amount is \$4,600 to be paid upon submittal of invoice as work is completed.

Term of Agreement: August 19 to June 30, 2011

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

\$10,000 and Over

IC Name: SeaTek Yachting Inc.

Services: Labor, materials and equipment to paint the mast of OCC Sailing's vessel Alaska Eagle.

Payment Schedule/Compensation: Amend NTE from \$7,000 to NTE \$14,000. Total amended contract amount is \$14,000 to be paid upon submittal of invoice as work is completed.
Term of Agreement: May 6, 2010 - June 30, 2011
Source of Funding: To be paid from Foundation and Sailing Center funds.
(prior approval May 5,2010)

Subject **17.03 Coastline Community College**
Meeting Aug 18, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

\$10,000 AND OVER

IC Name: Hagerich, Kimberly
Services: On-site ESL training and program development in support of Contract Education CCC EBUS China Program.
Payment Schedule/Compensation: \$22,900 payable in four equal increments of \$5,725 upon receipt of invoice.
Term of Agreement: August 19, 2010 – June 30, 2011
Source of Funding: Contract Education ancillary funds

IC Name: Ryther, Susan
Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-02 (Board Approved: 2/17/10).
Payment Schedule/Compensation: \$12,000 upon completion of project deliverables
Term of Agreement: August 19, 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), SOW #2010-17 Pump Health, \$6,800; SOW #2010-24, Electrical Safety, \$1,700; SOW 2010-25, Maintenance/Temp Company Rep Training, \$4,500.
Payment Schedule/Compensation: \$13,000 upon completion of project deliverables.
Term of Agreement: August 19, 2010 – June 30, 2011
Source of Funding: Funds received from Chevron in support of this project.

IC Name: Stephenson, Jon
Services: Provide instructional design services for the Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2010-24 Electrical Safety workshop, \$11,700.
Payment Schedule/Compensation: \$11,700 upon completion of project deliverables.
Term of Agreement: August 19, 2010 - June 30, 2011
Source of Funding: Funds received from Chevron in support of this project.

UNDER \$10,000

IC Name: Bishop, Bruce, Ph.D., C.P.; Parliamentary Services
Services: Provide workshops on Writing Bylaws and Parliamentary Procedures to the Associated Student Government (formerly the Student Advisory Council)
Payment Schedule/Compensation: (Revision to increase the contract amount by \$500 resulting in a total amount of \$2,300.
Prior Board Approval: 6/16/10)
Term of Agreement: July 6, 2010 – December 11, 2010
Source of Funding: Associated Student Government (formerly SAC)

IC Name: Wilcox, Susan
Services: To edit and finalize Statistics Student Guide lessons
Payment Schedule/Compensation: 32 lessons @ \$200/lesson; total contract \$6,400
Term of Agreement: August 19, 2010 – December 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), SOW #2010-25 Maintenance/Temp Company Rep Training

Payment Schedule/Compensation: \$3,750 upon completion of project deliverables.

Term of Agreement: August 18, 2010 – June 30, 2011

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

Subject **17.04 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 17. Authorization for Independent Contractors
Access Public
Type Consent

\$10,000 AND OVER

IC Name: Cerritos Franchise, Inc.

Services: Graphic design work for District marketing and public relations material and D-Mail design

Payment Schedule/Compensation: NTE \$24,000 for the year; no more than \$2,181 per month

Term of Agreement: August 19, 2010 – June 30, 2011

Source of Funding: Public Relations Funds

(See Attachment # 20)

18. Authorization for Professional Development Program

Subject **18.01 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 18. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

Name	Course/Seminar	Date	Amount
	MMPBL 520 Transformational Leadership		
Daniel Military Tech CCC		7/20/10 – 8/30/10	
	MMPBL 530		\$3,000.00
	Human Capital Development University of Phoenix	08/31/10 – 10/11/10	
	Anthropology 344 Human Evolution		
Helen Quach Course Assistant CCC		8/21/10 – 12/10/10	
	Criminal Justice 480 Courtroom Evidence CSU Fullerton	8/21/10 – 12/10/10	\$2,000.00

19. Approval of Purchase Orders

Subject **19.01 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 19. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[PurchaseOrderDIST.pdf \(45 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0320782	ACSIG Dental / Edge District dental claims and admin fees	DIS	5480	1,565,130.00
P0320615	WestEd Open PO for services on SB70 Evaluation Grant. Board Date: 04/07/10	DIS	5899	742,300.00
P0320820	Avalon Center at Garden Grove Annual lease payment for One Stop Center in Garden Grove	CCC	5684	540,000.00
P0320625	Vision Service Plan CCCD annual vision claims	DIS	5480	450,000.00
P0320953	The Irvine Co LLC Lease payment for One-Stop Center - Irvine	CCC	5684	450,000.00
P0320929	Student Insurance Open PO for insurance premiums	DIS	5476	252,832.00
P0321049	CCCD Workers Comp Trust Fund Workers' Compensation claims	DIS	5480	150,000.00
P0321050	Marsh Risk & Insurance Svcs Ancillary insurance premiums	DIS	5472	148,608.78
P0320947	Gamma Builders Inc Bid 1975 OCC Student Center Renovation Category L-Project Specialties (GOB) Board Date: 05/19/10	OCC-GB	6250	147,300.00
P0321146	Memorial Prompt Care Medical Group FY 10-11 Student Health Services	CCC	5899	135,000.00
P0321170	J Colavin & Son Inc Bid 1975 OCC Student Center Renovation Category H-Ceramic Tile (GOB) Board Date: 05/19/10	OCC-GB	6250	119,615.00
P0320653	Judge Netting Inc Bid 1979 OCC Softball Field Netting (GOB) Board: 06/16/10	OCC-GB	6120	117,300.00
P0320948	JB McGalliard & Sons Inc Bid 1975 OCC Student Center Renovation Category C- Masonry (GOB) Board Date: 05/19/10	OCC-GB	6250	104,817.00
P0320655	MS Rouse Co Bid 1975 OCC Upgrade Student Center Renovation Category J-Flooring (GOB) Board Date 05/19/10	OCC-GB	6250	97,850.00
P0321343	ROI Networks Inc SMA for District centralized voicemail system. Board Date: 08/20/08	DIS	5638	89,550.00
P0320652	Liberty Glass & Metal Inc Bid 1975 OCC Upgrade Student Center Renovation Category F- Glass & Glaze (GOB) Board Date: 05/19/10	OCC-GB	6250	88,000.00
P0320973	Postmaster	CCC	5831	80,000.00

	Open PO for mailing class schedules				
P0321336	Pacific Lift & Equipment Co Inc	GWC	6411	77,999.99	
	Instructional equipment for auto tech class				
P0321159	Jobelephant.com Inc	DIS	5850	75,000.00	
	Recruitment advertising for 2010/2011				
P0321131	Digital Networks Group Inc	OCC-GB	6412	74,930.50	
	ABC Bldg Audio Visual Equipment (Phase I)				
	(GOB) Board Date: 07/21/10				
P0320939	Dell Higher Education	OCC	6412	74,465.92	
	Desktop computers for Voc Ed classroom				
P0321230	Digital Networks Group Inc	OCC-GB	6412	70,970.92	
	Middle College Technology Classrooms A/V				
	integration (GOB)				
P0320651	Cabral Roofing & Waterproofing Corp	OCC-GB	6250	65,174.00	
	Special Services Bldg roof system replacement				
	(GOB)				
P0321063	Reliable Elevator of OC	OCC-GB	6250	57,894.00	
	Lit & Lang Bldg elevator modernization (GOB)				
P0321305	LINKS Sign Language & Interpreting Services	GWC	5899	55,000.00	
	Sign language & interpreting for disabled				
	students				
P0320970	Dell Higher Education	OCC	6412	51,329.12	
	Desktop computers for Voc Ed classrooms				
P0320980	ii Fuels, Inc	TRANS	4676	50,000.00	
	Open PO for vehicle fuel District-wide				
P0321046	United States Postal Service	OCC	5831	50,000.00	
	Open PO for postage				
P0320923	Southern Calif Edison Co	CCC	5516	48,000.00	
	Open PO for electricity usage at One-Stop				
	Center, Irvine				
P0321297	Follett Higher Education Group Inc #1181	GWC	7605	48,000.00	
	Open PO for Fall 2010 book service for EOPS				
	students				
P0320837	Studica Inc	OCC	5699	40,750.00	
	Classroom software with web support and				
	curriculum				
P0320610	Postmaster	GWC	5831	40,000.00	
	Open PO for postage fees				
P0320632	Postmaster	DIS	5831	40,000.00	
	Open PO for bulk mailing postage				
P0320774	United States Postal Service	GWC	5831	40,000.00	
	Open PO for postage fees				
P0320978	Business Properties	CCC	5684	37,745.89	
	Lease payment for Art Gallery space at 11056				
	Adams				
P0320952	Neo Networking Inc	CCC	5899	36,000.00	
	Remote monitoring/maintenance service for				
	computer network				
P0320808	Time Warner Cable	OCC	5638	34,848.00	

P0321221	SMA for dedicated fiber internet connection OCE'	GWC	5638	34,657.44
P0320649	Annual SMA for Print Shop copiers El Camino Asphalt Paving Corp Crack fill repair/maintenance Adams lot only (GOB)	OCC-GB	6120	34,510.00
P0321138	EBSCO Subscription Library serials	OCC	5306	32,374.00
P0321137	Gale Group Inc Library books	OCC	6301	30,907.00
P0320795	Xerox Corp Xerox color copier lease with maintenance for Print Shop	OCC	5638	30,163.87
P0321081	Pacific Light Productions Inc Open PO for production services for Coastline telecourses	CCC	5899	30,000.00
P0321346	Component Marketing Inc Electronic workbenches and seating for classroom	GWC	4312	25,838.75
P0320951	SMH Colocation Annual Internet co-location services	CCC	5899	25,800.00
P0320926	ATI/Assessment Technology Institute Open PO for Nursing testing packets	GWC	4312	25,000.00
P0320936	Waxie Sanitary Supply Open PO for janitorial supplies	GWC	4312	25,000.00
P0321218	Making Connections Open PO for revising and rewriting links for Work Based Learning. Board Date: 06/16/10	OCC	5899	25,000.00
P0321252	Follett Higher Education Group Inc #1180 Textbooks for CCC ECHS Students	CCC	6301	25,000.00
P0321301	Gibraltar Associates Inc Open PO for content advising for new online telecourses	CCC	5899	25,000.00
P0320648	El Camino Asphalt Paving Corp Repair/maintenance seal & stripe Parking Lot D (GOB)	OCC-GB	6120	24,815.00
P0321060	Thyssenkrupp Elevator Annual campus-wide elevator maintenance	GWC	5638	24,768.00
P0321175	Interior Office Solutions New ABC Bldg classroom and office furniture (GOB) Board Date: 06/16/10	OCC-GB	4312	24,579.11
P0321172	Construction Testing & Engineering Inc OCC Student Center materials testing & inspection services (GOB)	OCC-GB	6127	24,431.00
P0320968	Studica Inc Software for Computer Aided Drafting (CAD) class.	GWC	5699	22,950.00
P0320659	Montgomery Hardware Co ADA compliant locks for Student Health Center	OCC	4312	22,708.63

P0321174	Construction Testing & Engineering Inc OCC Student Services Center Kitchen & Culinary Lab materials testing & inspection services (GOB)	OCC-GB	6127	22,500.00
P0321228	LPA Inc OCC Business, Math and Computer Center Bldg architect final project proposal. Board Date: 06/23/10	DIS	5899	21,980.00
P0320654	Knorr Systems Inc OCC new pool energy saving smart pump control system (GOB)	OCC-GB	6250	21,239.23
P0320658	Montgomery Hardware Co ADA compliant classroom locks for Lit & Language	OCC	4312	20,299.71
P0320784	Xpedx Paper & Graphics Paper and pressroom supplies	GWT	4310	20,000.00
P0320785	Waxie Sanitary Supply Campus wide custodial paper products	GWC	4312	20,000.00
P0321219	Education 4 Work Open PO for project direction for Work Based Learning Collaborative Grant. Board Date: 06/16/10	OCC	5899	20,000.00
P0321227	RJ Coaching & Consulting Career Development Collaborative Grant Activities. Board Date: 06/16/10	OCC	5899	20,000.00
P0321296	Follett Higher Education Group Inc #1181 Open PO for book service for EOPS students	GWC	7605	20,000.00
P0321220	Carter Brothers Fire & Life Safety Campus-wide fire alarm system testing & inspection	OCC	5650	19,686.00
P0320628	Vietnamese Community of OC Facility usage fee for ESL classes at Westminster	CCC	5684	19,200.00
P0320906	Accrediting Commission-CJC Membership fee July 2010-June 2011. Board Date: 04/07/10	CCC	5320	17,453.00
P0320611	VeriSign Inc Internet security software and support	DIS	5638	17,399.00
P0320925	Pocket Nurse Open PO for nursing lab supplies	GWC	4312	15,000.00
P0320996	Liberty Charter Inc Open purchase order for charter bus services District-wide	TRANS	5857	15,000.00
P0321166	Pacific Blue Micro Technology equipment Student Services renovation (GOB)	OCC-GB	6412	14,016.78
P0320787	Odyssey Power Corp Campus emergency generators maintenance renewal	OCC	5638	13,505.00

P0320919	Mariposa Women & Family Center Open PO for Mental Health Services	GWC	5110	13,000.00
P0321061	Energy Conservatory Cameras	GWC	6402	12,884.74
P0321132	CompuCom Systems Inc Software license/support for applicant processing	DIS	5638	12,271.00
P0321224	Education 4 Work Career Development Collaborative Grant activities. Board Date: 06/16/10	OCC	5899	12,000.00
P0321173	Construction Testing & Engineering Inc OCC Student Services classroom & cart storage testing & inspection services (GOB)	OCC-GB	6127	11,757.00
P0321345	College Board SMA for Financial Aid	CCC	5699	11,734.00
P0320942	CareerAmerica LLC Renewal of Financial Aid TV counseling services	OCC	5699	11,500.00
P0321066	Chem Pro Laboratory Inc Open PO for water treatment for HVACs	GWC	5650	11,400.00
P0320924	AT & T Open PO for phone service at One-Stop Center, Irvine	CCC	5519	11,000.00
P0321165	Energy Conservatory Building performance testing equipment for Technical Education Division	GWC	6411	10,361.15
P0321157	Rakochoy, Wendy IC for services as video producer for online telecourse. Board Date: 05/19/10	CCC	5112	10,164.00
P0321187	Wilcox, Susan IC for services as video producer for Physical Geology telecourse	CCC	5112	10,164.00
P0320627	Business Office Solutions Open PO for check disbursement expense	OCC	5749	10,000.00
P0320783	Spicers Paper Inc Graphics Dept paper supplies	GWT	4310	10,000.00
P0320937	Great Western Sanitary Supply Open PO for custodial supplies	GWC	4312	10,000.00
P0320946	Scott Electric Open PO for projector replacement bulbs	OCC	4401	10,000.00
P0320972	HB Union High School District Open PO for bus repair parts and service	TRANS	5657	10,000.00
P0320975	Rising Sun Telecom Inc Open PO for telecommunication repair	DIS	5657	10,000.00
P0321225	Making Connections Career Development Collaborative Grant activities. Board Date: 06/16/10	OCC	5899	10,000.00
P0321334	Cabral Roofing & Waterproofing Corp Misc Roof Repairs	OCC	5650	10,000.00
P0321171	Superior Asphalt Paving Inc	OCC-GB	6120	9,999.00

P0320650	Coast Construction	OCC-GB	6120	9,857.00
P0320660	Montgomery Hardware Co	OCC	4312	9,684.52
P0321355	SEWUP JPA	OCC-GB	5472	9,475.09
P0321233	Bob's Shade & Linoleum	GWC	6250	9,370.83
P0320983	Chevron	TRANS	4676	9,000.00
P0321053	CR & R Inc	CCC	5510	9,000.00
P0321246	Graphic Edge	OCC	5899	9,000.00
P0320781	Pacific Office Interiors	GWC	4312	8,781.11
P0321135	Dell Higher Education	OCC	6412	8,241.64
P0321356	Services	DIS	6120	8,160.00
P0320775	Harland Technology Services	OCC	5638	8,130.00
P0320794	ThreeForks Inc	OCC	5699	8,000.00
P0321035	Newport-Mesa Unified Sch Dist	TRANS	5657	8,000.00
P0321315	RJ Coaching & Consulting	OCC	5899	8,000.00
P0321308	Calif Communication	GWC	4315	7,926.64
P0321232	Eberhard Equipment Inc	GWC	6401	7,783.24
P0321231	Amer West Landscape Inc	OCC-GB	6124	7,584.24
P0320707	EBSCO Subscription	GWC	5306	7,557.27
P0321234	Workplace Resource	GWC	6250	7,531.00
P0320984	Shell Oil	TRANS	4676	7,500.00
P0320796	Storefront Door Repair	GWC	6250	7,425.00
P0320750	Leonard Chaidez Tree Service	OCC	5665	7,200.00
P0321155	PSi	GWC	5657	7,080.00
P0320778	Home Depot	CCC	4312	7,000.00
P0321077	Follett Higher Education Group Inc #1094	OCC	5696	7,000.00
P0321119	City of Fountain Valley	CCC	5516	7,000.00
P0321306	Carter Brothers Fire & Life Safety	OCC-GB	6250	6,983.00
P0321182	Myers, Michael	CCC	5112	6,750.00
P0320639	Montgomery Hardware Co	OCC	4312	6,626.24
P0320682	Prado Olympic Shooting Park	GWC	5684	6,500.00
P0320684	Evan's Gunsmith Shooters World Inc	GWC	5684	6,500.00
P0321021	Daniels Tire Service	TRANS	4677	6,500.00
P0321030	Mutual Liquid Gas & Equipment	TRANS	4676	6,500.00
P0321034	All Amer Crane Maintenance	DIS	5510	6,500.00
P0320903	State of CA-Military Dept	CCC	5899	6,000.00
P0321031	Best Air Control	DIS	5899	6,000.00
P0321032	MC Construction & Painting	DIS	5650	6,000.00
P0321048	Star Microwave Service Corp	DIS	5657	6,000.00
P0321087	Calif Tool Welding Supply	OCC	5801	6,000.00
P0321324	Eberhard Equipment Inc	OCC	5657	6,000.00
P0321044	Coast Construction	OCC-GB	6120	5,942.00
P0321156	ControlWorks Inc	GWC	5650	5,919.97
P0321304	Metroline Inc	DIS	4315	5,912.75
P0321229	Chipman Corp	OCC-GB	5899	5,512.00
P0320993	Hub Auto Supply	TRANS	4677	5,500.00
P0321148	Pharmedix	GWC	4312	5,500.00
P320580	StreetWise Networks LLC	DIS	4677	5,200.00

P0320614	Office Depot	OCC	4312	5,000.00
P0320669	BJ Bindery Inc	GWT	4310	5,000.00
P0320754	Graybar Electric	CCC	4315	5,000.00
P0320797	Maintex	OCC	4312	5,000.00
P0320831	Graybar Electric	GWC	4677	5,000.00
P0320846	GlaxoSmithKline	GWC	4312	5,000.00
P0320945	Digital Networks Group Inc	OCC	4401	5,000.00
P0320962	United Parcel Service Inc	OCC	5831	5,000.00
P0320966	OC Dept of Education	DIS	5899	5,000.00
P0320999	B & P Services Inc	DIS	5650	5,000.00
P0321007	United Pumping Service Inc	DIS	5510	5,000.00
P0321056	Xerox Corp	CCC	5682	5,000.00
P0321088	UPS Protection Inc	DIS	5657	5,000.00
P0321090	Graybar Electric	DIS	4315	5,000.00
P0321147	Physician Sales & Service Inc	GWC	4312	5,000.00
P0321190	Federal Express Corp	DIS	5831	5,000.00
P0321294	Thomson Reuters/Barclays	DIS	4285	5,000.00
P0321192	Baker & Taylor	OCC	6301	4,968.00
P0321351	ACS Education Services Inc	DIS	5899	4,800.00
P0321039	Image Printing Solutions	OCC	4321	4,741.50
P0320955	Apple Computer Inc	GWC	4315	4,717.26
P0320838	Int'l Security Products	GWC	4312	4,500.00
P0320857	Verizon California	CCC	5519	4,500.00
P0320954	Apple Computer Inc	GWC	5699	4,477.25
P0321307	Pacific Blue Micro	GWC	6412	4,461.99
P0321043	Coast Construction	OCC-GB	6120	4,355.00
P0320786	Portacraft Inc	OCC	4312	4,350.01
P0320664	The Shredders	DIS	5899	4,350.00
P0321101	Paton Group	GWC	5699	4,270.35
P0320858	JFTB/MWR	CCC	5519	4,200.00
P0321300	Office Depot	CCC	4312	4,200.00
P0320916	Sport Chalet Team Sales	GWC	4312	4,037.35
P0320672	Kelly Paper	GWT	4310	4,000.00
P0320692	Safety 1st Pest Control Inc	GWC	5899	4,000.00
P0320746	Minuteman Plumbing & Drains	GWC	5899	4,000.00
P0320748	Rhino Electric Supply	GWC	4312	4,000.00
P0320759	Gary Heimann Productions	CCC	5899	4,000.00
P0320830	JK Electronics Distributors Inc	GWC	4677	4,000.00
P0320940	Class Leasing Inc	CCC	5684	4,000.00
P0320989	South Coast Air Quality Mgmt District	TRANS	5749	4,000.00
P0320991	CR & R Inc	DIS	5510	4,000.00
P0321117	Aberdeen Captioning Inc	CCC	5899	4,000.00
P0321121	Hobsons Inc	CCC	5899	4,000.00
P0321144	AJB Education Consulting	OCC	5850	4,000.00
P0321245	Stater Bros Markets	OCC	4312	4,000.00
P0321272	Pak West Paper & Packaging	CCC	4312	4,000.00
P0321287	Business Office Solutions	CCC	5899	4,000.00

P320944	Office Depot	OCC	4312	4,000.00
P0320920	Steris Corp	GWC	5638	3,900.00
P0321288	Carolina Biological Supply	OCC	4312	3,815.64
P0321264	Halo Branded Solutions	CCC	5850	3,628.37
P0320756	Premier Office Services Co	CCC	5657	3,500.00
P0320907	Fuller Engineering Inc	GWC	4312	3,500.00
P0320982	Smog & Gas of Costa Mesa	TRANS	5657	3,500.00
P0321236	Faronics Technologies USA Inc	DIS	5638	3,436.64
P0320804	Journey Education Mktg Inc	OCC	5699	3,417.63
P0320956	Apple Computer Inc	GWC	4315	3,228.43
P0321349	Dell Higher Education	DIS	4315	3,208.26
P0321222	WinZip Computing LLC	DIS	5638	3,067.20
P0320612	Office Depot	OCC	4312	3,000.00
P0320657	Horizon Distributors Inc	OCC	4312	3,000.00
P0320729	Iron Mountain Records Mgmt	GWC	5899	3,000.00
P0320740	Professional Plumbing Inc	CCC	5650	3,000.00
P0320836	Performance Envelope Inc	GWC	4321	3,000.00
P0320992	FRS Environmental	DIS	5510	3,000.00
P0321072	LabWest Inc	OCC	4312	3,000.00
P0321118	AudioVision Production Services	CCC	5899	3,000.00
P0321242	Fisher Scientific	OCC	4312	3,000.00
P0321244	Graphic Edge	OCC	5899	3,000.00
P0321254	Thomson Reuters/Barclays	CCC	4312	3,000.00
P0320969	Pinnacle Radio Inc	DIS	5650	2,936.25
P0320772	GovConnection Inc	DIS	6412	2,864.55
P0320981	Newport Exterminating	DIS	5899	2,800.00
P0320805	Vital Link OC	OCC	5899	2,750.00
P0321080	TouchNet Information Systems Inc	DIS	5899	2,718.75
P0321167	Crack Patcher Inc	OCC-GB	6120	2,670.00
P0321160	Tangram	OCC	4312	2,635.09
P0320683	VWR Int'l Inc	GWC	4312	2,625.00
P0320833	Iron Mountain	GWC	5899	2,610.48
P0321091	CI Solutions	GWC	4312	2,600.00
P0320789	NASFAA	OCC	5320	2,599.00
P0320697	Home Depot	GWC	4677	2,500.00
P0320764	Preferred Property Maintenance	GWC	5650	2,500.00
P0320765	Storefront Door Repair	GWC	5899	2,500.00
P0320834	Par West Turf Services	GWC	4677	2,500.00
P0320869	Fisher Scientific	GWC	4312	2,500.00
P0320892	Neo Networking Inc	CCC	5899	2,500.00
P0320987	Baytek Engineering LLC	DIS	5653	2,500.00
P0320994	Theodore Robins Ford	TRANS	5657	2,500.00
P0320997	Prudential Overall Supply Co	TRANS	5899	2,500.00
P0321036	ABC Companies	TRANS	5657	2,500.00
P0321038	Southern Counties Lubricants LLC	TRANS	4676	2,500.00
P0321040	Buswest LLC	TRANS	5657	2,500.00
P0321073	PSI Group Inc	OCC	5831	2,500.00

P0321075	Stater Bros Markets	OCC	4313	2,500.00
P0321133	Office Depot	OCC	4312	2,500.00
P0321163	Liebert Cassidy Whitmore	DIS	5897	2,500.00
P0321196	OC Auditor-Controller	CCC	5899	2,500.00
P0321255	Digital Networks Group Inc	DIS	4315	2,500.00
P0321270	Shinoda Design Center Inc	GWC	4312	2,500.00
P0321223	Micro Focus	DIS	5638	2,464.88
P0320790	Thinkstock	OCC	5699	2,449.95
P0320941	Dish Network Chicago	DIS	5522	2,449.20
P0321042	Dish Network Chicago	DIS	5522	2,449.20
P0320713	Fisher Scientific	GWC	4312	2,400.00
P0320841	Iron Mountain Records Mgmt	GWC	5899	2,400.00
P0320842	Coast Label Co	GWC	4312	2,400.00
P0320843	CI Solutions	GWC	5638	2,395.00
P0321260	Carolina Biological Supply	CCC	4312	2,304.51
P0321275	Automatic Sync Technologies LLC	CCC	5899	2,300.00
P0321340	Altamura, Robert	CCC	5112	2,250.00
P0321149	Energy Conservatory	GWC	4312	2,218.40
P0320721	KPSS Inc	GWC	4312	2,109.53
P0320712	Carolina Biological Supply	GWC	4312	2,100.00
P0320806	College Health Services LLC	OCC	5306	2,100.00
P0320618	Office Depot	CCC	4312	2,000.00
P0320676	Priority Mailing Systems LLC	GWC	4312	2,000.00
P0320690	Iron Mountain Records Mgmt	CCC	5899	2,000.00
P0320691	OC Fire Protection	GWC	5899	2,000.00
P0320698	Springdale Ace Hardware	GWC	4677	2,000.00
P0320704	Coast Fitness Repair Shop	GWC	5657	2,000.00
P0320705	Great Western Sanitary Supply	GWC	4312	2,000.00
P0320706	Waxie Sanitary Supply	GWC	4312	2,000.00
P0320710	VWR Int'l Inc	GWC	4312	2,000.00
P0320763	Bob's Shade & Linoleum	GWC	5650	2,000.00
P0320769	B & P Services Inc	GWC	5650	2,000.00
P0320807	Office Depot	GWC	4312	2,000.00
P0320822	Apex Audio Inc	GWC	4677	2,000.00
P0320823	Silver Screen Products	GWC	4401	2,000.00
P0320827	Greater Alarm Co Inc	GWC	4677	2,000.00
P0320828	Bulbman Inc	GWC	4401	2,000.00
P0320829	Home Depot	GWC	4677	2,000.00
P0320848	Merck Vaccines	GWC	4312	2,000.00
P0320856	AT & T	CCC	5519	2,000.00
P0320909	Yale Chase Equipment & Services Inc	GWC	4677	2,000.00
P0320911	Bishop Co	GWC	4312	2,000.00
P0320912	Par West Turf Services	GWC	4677	2,000.00
P0320931	Office Depot	CCC	4312	2,000.00
P0320961	Federal Express Corp	OCC	5831	2,000.00
P0320967	Office Depot	CCC	4312	2,000.00
P0320976	On-Site LaserMedic Corp	DIS	5657	2,000.00

P0320977	Xerox Corp	DIS	5657	2,000.00
P0320985	Graybar Electric	DIS	4312	2,000.00
P0320986	Graybar Electric	DIS	4312	2,000.00
P0320990	Battery Systems Inc	TRANS	4677	2,000.00
P0321022	TrucParCo	TRANS	4677	2,000.00
P0321037	Pete's Road Service Inc	DIS	5899	2,000.00
P0321047	Electro Systems Electric	OCC	5657	2,000.00
P0321074	Ingardia Brothers Produce Inc	OCC	4313	2,000.00
P0321076	Coast Fitness Repair Shop	OCC	5657	2,000.00
P0321098	Aardvark Clay Supply	GWC	4312	2,000.00
P0321116	Follett Higher Education Group Inc #1181	GWC	4312	2,000.00
P0321198	OCC Ancillary #1000-24750-6580	CCC	5831	2,000.00
P0321238	Home Depot	GWC	4312	2,000.00
P0321248	Crop Production Services Inc	OCC	4312	2,000.00
P0321262	Follett Higher Education Group Inc #1181	GWC	7605	2,000.00
P0321188	CW Dixon Associates Inc	CCC	5112	1,950.00
P0320719	Siemens Water Technologies Corp	GWC	5801	1,900.00
P0320793	Xap Corp	OCC	5699	1,858.10
P0321189	Digital Networks Group Inc	OCC-GB	4315	1,838.70
P0321302	Excel Door & Gate Co Inc	GWC	5650	1,824.00
P0321348	Office Depot	DIS	4312	1,803.09
P0320935	Storage Place	CCC	5684	1,800.00
P0320930	Times Community News	DIS	5741	1,750.00
P0321018	Zep Manufacturing Co	TRANS	4312	1,750.00
P0321243	Amico Scientific Corp	OCC	4312	1,700.00
P0321318	Office Depot	OCC	4312	1,700.00
P0321062	OC Dept of Education	DIS	4321	1,678.69
P0321177	New Readers Press	OCC	4312	1,609.30
P0320646	Island Color Inc	OCC	4321	1,600.00
P0320801	Journey Education Mktg Inc	OCC	5699	1,575.52
P0321235	Bob's Shade & Linoleum	GWC	6250	1,513.90
P0320631	Office Depot	OCC	4312	1,500.00
P0320636	Office Depot	OCC	4312	1,500.00
P0320702	Johnstone Supply	GWC	4677	1,500.00
P0320745	Smardan Supply Co-Orange Coast	GWC	4312	1,500.00
P0320753	Fry's Electronics	CCC	4315	1,500.00
P0320826	Harland Technology Services	GWC	5657	1,500.00
P0320885	Infinity Designs	CCC	4321	1,500.00
P0320886	Infinity Designs	CCC	4321	1,500.00
P0320887	Infinity Designs	CCC	4321	1,500.00
P0320901	Tangram	CCC	5899	1,500.00
P0320902	Tangram	CCC	5899	1,500.00
P0320910	Pep Boys	GWC	4677	1,500.00
P0320963	Priority Mailing Systems LLC	OCC	4312	1,500.00
P0321003	Grainger	DIS	4312	1,500.00
P0321004	Lab Safety Supply	DIS	4312	1,500.00
P0321006	Tri-State Environmental	DIS	5510	1,500.00

P0321010	ECS Refining	DIS	5510	1,500.00
P0321020	Pep Boys	TRANS	4677	1,500.00
P0321024	Sun-X Auto Glass	TRANS	5657	1,500.00
P0321028	Mesa Muffler Services Inc	TRANS	5657	1,500.00
P0321055	Office Depot	OCC	4312	1,500.00
P0321057	Office Depot	OCC	4312	1,500.00
P0321086	Mar Vac Electronics	DIS	4315	1,500.00
P0321142	Follett Higher Education Group Inc #1094	OCC	4312	1,500.00
P0321184	Mraz, Joseph	CCC	5112	1,500.00
P0321193	HW Wilson Co	OCC	5306	1,500.00
P0321208	Office Depot	GWC	4312	1,500.00
P0321261	Follett Higher Education Group Inc #1181	GWC	4312	1,500.00
P0321312	Xerox Corp	DIS	4312	1,500.00
P0321130	Pivot Point Int'l Inc	GWC	4312	1,496.08
P0321059	Dell Higher Education	OCC	4312	1,474.58
P0321041	NAFSA/Assn of Int'l Educators	OCC	5320	1,460.00
P0321169	Digital Networks Group Inc	OCC-GB	4315	1,451.54
P0321134	Dell Higher Education	OCC	6412	1,406.61
P0320708	Hardy Diagnostics	GWC	4312	1,400.00
P0320715	Delta Biologicals	GWC	4312	1,400.00
P0320731	Ewing Irrigation Products Inc	GWC	4312	1,400.00
P0320661	Amer Council on Education	DIS	5320	1,388.00
P0320725	KPSS Inc	GWC	4312	1,368.36
P0321352	B & B Services	OCC	5657	1,346.00
P0320679	Hasler Inc	GWC	5682	1,305.00
P0321354	CI Business Equipment Inc	DIS	5638	1,295.00
P0320621	Dept of Toxic Substances Ctrl	DIS	5749	1,250.00
P0320908	Coastal Carbonic	GWC	4312	1,250.00
P0321015	County of Orange	TRANS	5749	1,250.00
P0321291	R & L Medical Co	OCC	5638	1,250.00
P0321120	CI Solutions	CCC	5638	1,245.00
P0320757	USA Mobility Wireless Inc	CCC	5899	1,200.00
P0321012	AMEC Geomatrix Inc	DIS	5653	1,200.00
P317694	Carter Brothers Fire & Life Safety	OCC-GB	6269	1,200.00
P0320839	Matrix Imaging Products LLC	GWC	5638	1,195.00
P0320928	Toshiba Business Solutions	GWC	5638	1,174.50
P0320964	Calif Dept of Education	OCC	4312	1,165.95
P0321341	Art Supply Warehouse	OCC	4312	1,152.01
P0321140	Bernan Associates	OCC	6301	1,124.00
P0320689	Amico Scientific Corp	GWC	4312	1,100.00
P0320709	Wards Natural Science	GWC	4312	1,100.00
P0321241	3M Clean Water Solutions	OCC	5801	1,100.00
P0320770	South Coast Fire Protection Co	GWC	5899	1,050.00
P0320878	Shamrock Scientific Specialty Systems Inc	GWC	4312	1,050.00
P0321325	Sears Commercial	OCC	6411	1,043.99
P0320788	Customguide Inc	DIS	5638	1,025.00
P0320634	Office Depot	OCC	4312	1,000.00

P0320635	Office Depot	OCC	4312	1,000.00
P0320637	Office Depot	OCC	4312	1,000.00
P0320645	Mackingwell	OCC	5899	1,000.00
P0320647	Samy's Camera	OCC	4312	1,000.00
P0320662	Horizon Distributors Inc	OCC	4677	1,000.00
P0320665	Business Wire	OCC	5850	1,000.00
P0320666	OC Register	OCC	5850	1,000.00
P0320667	Andrews Electronics	GWC	4677	1,000.00
P0320668	AJ Graphics	GWC	4310	1,000.00
P0320673	Pitman Co	GWC	4310	1,000.00
P0320693	Allied Refrigeration Inc	GWC	4677	1,000.00
P0320694	Ganahl Lumber Co	GWC	4677	1,000.00
P0320696	Grainger	GWC	4677	1,000.00
P0320734	Home Depot	GWC	4312	1,000.00
P0320736	Mr B's Lawnmower & Saw Shop	GWC	4677	1,000.00
P0320755	Home Depot	CCC	4315	1,000.00
P0320771	Battery Systems Inc	GWC	4312	1,000.00
P0320777	Xerox Corp	GWC	5638	1,000.00
P0320798	YourCampus360 LLC	OCC	5850	1,000.00
P0320799	Medical Arts Press	OCC	4312	1,000.00
P0320815	Women Helping Women	CCC	7601	1,000.00
P0320816	Women Helping Women	CCC	7601	1,000.00
P0320818	Working Wardrobes	CCC	7601	1,000.00
P0320819	Working Wardrobes	CCC	7601	1,000.00
P0320821	Walters Wholesale Electric Co	GWC	4677	1,000.00
P0320825	Extron Electronics	GWC	4677	1,000.00
P0320832	UPS Protection Inc	GWC	4677	1,000.00
P0320847	Medical Arts Press	GWC	4312	1,000.00
P0320849	Office Depot	GWC	4312	1,000.00
P0320854	Aramark	GWC	5510	1,000.00
P0320861	TALX Corp	CCC	5899	1,000.00
P0320862	TALX Corp	CCC	5899	1,000.00
P0320863	Women Helping Women	CCC	7601	1,000.00
P0320864	Working Wardrobes	CCC	7601	1,000.00
P0320881	Fry's Electronics	CCC	4312	1,000.00
P0320882	Fry's Electronics	CCC	4312	1,000.00
P0320883	Fry's Electronics	CCC	4312	1,000.00
P0320884	Fry's Electronics	CCC	4312	1,000.00
P0320888	Infinity Designs	CCC	4321	1,000.00
P0320889	Vietnamese Translation Services	CCC	5899	1,000.00
P0320890	Vietnamese Translation Services	CCC	5899	1,000.00
P0320891	Walson Communications	CCC	5899	1,000.00
P0320893	Walson Communications	CCC	5899	1,000.00
P0320894	UPS Protection Inc	CCC	5657	1,000.00
P0320897	ALD Security Innovations	CCC	5899	1,000.00
P0320898	ALD Security Innovations	CCC	5899	1,000.00
P0320899	Landmark Services Inc	CCC	5899	1,000.00

P0320900	Landmark Services Inc	CCC	5899	1,000.00
P0320913	Home Depot	GWC	4312	1,000.00
P0320914	Kelly Equipment	GWC	4677	1,000.00
P0320915	Pete's Road Service Inc	GWC	4677	1,000.00
P0320921	Office Depot	CCC	4312	1,000.00
P0320922	Office Depot	CCC	4312	1,000.00
P0320938	Office Depot	DIS	4312	1,000.00
P0320957	Hewlett Packard	DIS	5657	1,000.00
P0320960	Waxie Sanitary Supply	OCC	4312	1,000.00
P0320965	Follett Higher Education Group Inc #1094	OCC	4312	1,000.00
P0320974	Office Depot	CCC	4312	1,000.00
P0321009	World-Wide Fire Inc	DIS	5510	1,000.00
P0321011	MT Walker Co	TRANS	5650	1,000.00
P0321017	UCI Occupational Health	DIS	5895	1,000.00
P0321026	Glenn's Alignment & Brake Service	TRANS	5657	1,000.00
P0321051	Sehi Computer Products Inc	CCC	4312	1,000.00
P0321052	Office Depot	CCC	4312	1,000.00
P0321069	Smardan Supply Co-Orange Coast	CCC	4312	1,000.00
P0321078	Home Depot	OCC	4312	1,000.00
P0321079	Lowe's HIW Inc	OCC	4312	1,000.00
P0321123	Alco Target Co	GWC	4312	1,000.00
P0321151	Sea Clear Pools Inc	GWC	5657	1,000.00
P0321210	Office Depot	OCC	4312	1,000.00
P0321216	Office Depot	OCC	4312	1,000.00
P0321271	Waxie Sanitary Supply	CCC	4312	1,000.00
P0321277	Tape Co	CCC	4312	1,000.00
P0321278	Virtual Freelance Network	CCC	5899	1,000.00
P0321283	Cintas First Aid & Safety	CCC	4312	1,000.00
P0321298	Office Depot	GWC	4312	1,000.00
P0320724	KPSS Inc	GWC	4312	970.33
P0321320	Sunbelt Software	OCC	5638	913.50
P0320737	Par West Turf Services	GWC	4677	900.00
P0320738	Pep Boys	GWC	4677	900.00
P0321273	Optical Calibration Service	CCC	5638	900.00
P0321317	Office Depot	OCC	4312	900.00
P0320760	CI Solutions	GWC	5699	895.00
P0321161	Dept of Social Services	OCC	5749	880.00
P0320613	Xerox Corp	OCC	5638	875.00
P0320995	Siemens Water Technologies Corp	TRANS	5899	875.00
P0320840	Eastman Kodak Co	GWC	5638	855.00
P0321122	Accent Florist	GWC	4312	815.63
P0320739	Yale Chase Equipment & Services Inc	GWC	4677	800.00
P0320779	Office Depot	OCC	4312	800.00
P0320865	Cal-Olympic Safety	GWC	4312	800.00
P0320873	Hardy Diagnostics	GWC	4312	800.00
P0321094	Calif Commercial Lighting Supply Inc	CCC	4312	800.00
P0321105	Art Supply Warehouse	GWC	4312	800.00

P0321199	Time Warner Cable	CCC	5519	800.00
P0321247	Alan's Lawnmower & Garden Ctr Inc	OCC	4312	800.00
P0321303	Office Depot	OCC	4312	800.00
P0321316	FishMax.Com LLC	OCC	5899	800.00
P0320622	Pacific Typewriter & Communications Inc	CCC	5638	796.50
P0321328	Siemens Water Technologies Corp	OCC	5638	790.48
P0321205	Sehi Computer Products Inc	DIS	4312	785.70
P0320619	Office Depot	OCC	4312	776.96
P0321213	Office Depot	OCC	4312	775.00
P0321326	Parker Research Corp	OCC	4312	774.85
P0320723	KPSS Inc	GWC	4312	769.46
P0320726	KPSS Inc	GWC	4312	768.00
P0321330	Siemens Water Technologies Corp	OCC	5638	755.32
P0320852	Web Commerce Partners Inc	GWC	4312	750.00
P0320971	Office Depot	DIS	4312	750.00
P0321005	Lakin Tire West Inc	DIS	5510	750.00
P0321008	Evergreen Environmental Services N/S	DIS	5510	750.00
P0321067	Office Depot	DIS	4312	750.00
P0321124	Home Depot	GWC	4312	750.00
P0321141	Bell's Industrial Service	OCC	5657	750.00
P0321183	Neves, Douglas	CCC	5112	750.00
P0321185	Schultz, Richard	CCC	5112	750.00
P0321186	Falero, Roberto	CCC	5112	750.00
P0321338	McClinton, James	CCC	5112	750.00
P0321339	Erski, Theodore	CCC	5112	750.00
P0320722	KPSS Inc	GWC	4312	743.51
P0320791	Pacific Clippings	OCC	5899	708.00
P0321292	Alliance Payphone Inc	OCC	5519	708.00
P0320688	Sigma-Aldrich Inc	GWC	4312	700.00
P0320744	Turf Star Inc	GWC	4677	700.00
P0320934	Office Depot	GWC	4312	700.00
P0321083	MKH Electronics Inc	OCC	5657	700.00
P0321211	Office Depot	OCC	4312	700.00
P0320620	*Inac-Edwards Service-Use C02217841	OCC-GB	5899	678.75
P0321274	Optical Calibration Service	CCC	5638	675.00
P0321327	Qualitest USA LC	OCC	4312	668.82
P0321347	Office Depot	OCC	4312	640.00
P0321329	Siemens Water Technologies Corp	OCC	5638	631.01
P0320720	Steris Corp	GWC	4677	600.00
P0320732	Golf Ventures West	GWC	4677	600.00
P0320814	Dunn Edwards Corp	GWC	4312	600.00
P0320875	Hardy Diagnostics	GWC	4312	600.00
P0321033	Maehara Nursery	DIS	4312	600.00
P0321054	Office Depot	OCC	4312	600.00
P0321125	BJ's Clothes	GWC	7601	600.00
P0321181	Alan's Lawnmower & Garden Ctr Inc	DIS	4312	600.00
P0321126	Gabel's Cosmetics Inc	GWC	4312	580.74

P321096	Sehi Computer Products Inc	GWC	4315	580.21
P0321129	Sparkletts	GWC	4312	580.00
P0321127	Burmax Co Inc	GWC	4312	570.90
P0321285	Psychological Assessment Resources Inc	GWC	4312	567.36
P0321331	Siemens Water Technologies Corp	OCC	5638	530.46
P0320780	Office Depot	CCC	4312	506.21
P0320616	Office Depot	CCC	4312	500.00
P0320629	Office Depot	OCC	4312	500.00
P0320630	Office Depot	OCC	4312	500.00
P0320640	Landauer Inc	OCC	5801	500.00
P0320663	Golf Ventures West	OCC	4677	500.00
P0320695	Grainger	GWC	4677	500.00
P0320699	Fastenal	GWC	4677	500.00
P0320700	Community Lock & Safe Service	GWC	4677	500.00
P0320703	Bell's Industrial Service	GWC	5657	500.00
P0320711	Amtech Elevator Services	CCC	5638	500.00
P0320730	Eberhard Equipment Inc	GWC	4677	500.00
P0320749	Walters Wholesale Electric Co	GWC	4312	500.00
P0320751	Water Tech	GWC	4312	500.00
P0320762	Cameron Welding Supply Inc	GWC	4312	500.00
P0320768	Village Nurseries LP	CCC	4312	500.00
P0320776	Office Depot	CCC	4312	500.00
P0320803	USA Mobility Wireless Inc	DIS	5682	500.00
P0320809	Office Depot	CCC	4312	500.00
P0320835	Ford Electronics Inc	CCC	4401	500.00
P0320853	*Inac-Westcliff Medical Laboratories Inc	GWC	5899	500.00
P0320855	Western Scientific Co	GWC	5657	500.00
P0320860	Security Signal Devices	CCC	5899	500.00
P0320867	Carolina Biological Supply	GWC	4312	500.00
P0320895	Cintas First Aid & Safety	CCC	5899	500.00
P0320896	Cintas First Aid & Safety	CCC	5899	500.00
P0320917	B & P Services Inc	DIS	5650	500.00
P0320950	Office Depot	OCC	4312	500.00
P0320958	Home Depot	DIS	5650	500.00
P0320959	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0320988	State Board of Equalization	TRANS	5749	500.00
P0321000	Crown Ace Hardware	DIS	4312	500.00
P0321013	Calscience Environmental Laboratories	DIS	5653	500.00
P0321014	Test America Analytical Testing Corp	DIS	5653	500.00
P0321016	CDT Inc	TRANS	5895	500.00
P0321025	A-Z Bus Sales	TRANS	5657	500.00
P0321027	Tom's Truck Center Inc	TRANS	5657	500.00
P0321029	Anaheim-Fullerton Towing	TRANS	5899	500.00
P0321058	Office Depot	GWC	4312	500.00
P0321093	Ewing Irrigation Products Inc	CCC	4312	500.00
P0321095	Carmen's Uniforms Inc	CCC	4312	500.00
P0321097	Home Depot	GWC	4312	500.00

P0321099	Home Depot	GWC	4312	500.00
P0321112	Follett Higher Education Group Inc #1181	GWC	5831	500.00
P0321154	Tell Steel	GWC	4312	500.00
P0321180	Ewing Irrigation Products Inc	DIS	4312	500.00
P0321215	Office Depot	OCC	4312	500.00
P0321239	Follett Higher Education Group Inc #1094	OCC	4312	500.00
P0321249	Crown Ace Hardware	OCC	4312	500.00
P0321284	USA Mobility Wireless Inc	CCC	5899	500.00
P0321337	Art Supply Warehouse	GWC	4312	500.00
P0321323	US Foodservice	OCC	4312	497.00
P0321089	PC Mall Gov Inc	OCC	5699	474.15
P0320871	Fisher Scientific	GWC	4312	450.00
P0321162	Dept of Social Services	OCC	5749	440.00
P0321179	MVAP Medical Supplies Inc	OCC	4312	426.30
P0321335	NAFSA Publications Center	OCC	5899	410.00
P0320727	KPSS Inc	GWC	4312	404.22
P0320671	LA Grinding Co	GWT	5899	400.00
P0320824	Follett Higher Education Group Inc #1181	GWC	4285	400.00
P0320859	Security Signal Devices	CCC	5899	400.00
P0320866	Carolina Biological Supply	GWC	4312	400.00
P0321071	Pyro-Comm Systems Inc	CCC	5899	400.00
P0321084	Follett Higher Education Group Inc #1094	OCC	4312	400.00
P0321103	McLogan's Supply Co Inc	GWC	4312	400.00
P0321115	Follett Higher Education Group Inc #1181	GWC	4312	400.00
P0321281	Siemens Water Technologies Corp	CCC	5899	400.00
P0321282	Siemens Water Technologies Corp	CCC	5638	400.00
P0321293	Follett Higher Education Group Inc #1094	OCC	4312	400.00
P0321299	Bob's Shade & Linoleum	GWC	6256	400.00
P0321257	OCLC Inc	OCC	5110	382.59
P0321212	Office Depot	OCC	4312	370.95
P0321280	Soccer Central	GWC	4312	366.00
P0320680	Prudential Overall Supply Co	GWC	5899	360.00
P0321265	Security Signal Devices	CCC	5899	360.00
P0321266	Security Signal Devices	CCC	5899	360.00
P0321267	Security Signal Devices	CCC	5899	360.00
P0321268	Security Signal Devices	CCC	5899	360.00
P0320716	Bio-Rad Laboratories Inc	GWC	4312	350.00
P0321107	Art Supply Warehouse	GWC	4312	350.00
P0321111	Blick Art Materials	GWC	4312	350.00
P0321197	Time Warner Cable	CCC	5519	350.00
P0321295	Lawrence Metal Products Inc	OCC	4312	346.25
P0321353	Dell Higher Education	OCC	4315	331.47
P0321289	Nolo Press Inc	OCC	6301	326.00
P0321128	US Foodservice	GWC	4312	323.71
P0321139	Information Today Inc	OCC	6301	320.00
P0320641	Antimite Termite & Pest Control	OCC	5899	316.00
P0320633	Office Depot	DIS	4312	300.00

P0320644	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0320675	Priority Mailing Systems LLC	GWC	4677	300.00
P0320685	Thorn-Smith Labs	GWC	4312	300.00
P0320733	Cal-Olympic Safety	GWC	4312	300.00
P0320735	John Deere Landscapes Inc	GWC	4312	300.00
P0320742	Builders Security Locks & Services Inc	CCC	4312	300.00
P0320743	Beach City Lift Inc	CCC	5638	300.00
P0320766	Pyro-Comm Systems Inc	CCC	5899	300.00
P0320767	Pyro-Comm Systems Inc	CCC	5899	300.00
P0320792	CCCCIO	OCC	5320	300.00
P0320810	Office Depot	GWC	4312	300.00
P0320811	Office Depot	GWC	4312	300.00
P0320812	Xerox Corp	GWC	5638	300.00
P0320918	Office Depot	GWC	4312	300.00
P0321082	Ganahl Lumber Co	OCC	4312	300.00
P0321100	Art Supply Warehouse	GWC	4312	300.00
P0321191	Follett Higher Education Group Inc #1094	OCC	4312	300.00
P0321201	Office Depot	GWC	4312	300.00
P0321214	Office Depot	DIS	4312	300.00
P0321263	Home Depot	GWC	4312	300.00
P0320813	Office Depot	GWC	4312	293.81
P0321314	Los Angeles Times	OCC	5306	292.00
P0321319	Computerland of Silicon Valley	DIS	5699	276.92
P0321286	Edits	GWC	4312	274.35
P0321070	Pyro-Comm Systems Inc	CCC	5899	270.00
P0320949	Duke Service Co	DIS	5657	265.00
P0320927	Sehi Computer Products Inc	GWC	4315	264.45
P0321321	Sehi Computer Products Inc	DIS	4312	253.39
P0320701	Ken's Locksmithery	GWC	4677	250.00
P0320728	Bishop Co	GWC	4312	250.00
P0320747	Pete's Road Service Inc	GWC	4312	250.00
P0320761	Signs etc	GWC	4312	250.00
P0320979	Office Depot	GWC	4312	250.00
P0320998	JD Lock & Key	DIS	5650	250.00
P0321019	Crown Ace Hardware	TRANS	4312	250.00
P0321023	Myers Tire Supply	TRANS	4677	250.00
P0321110	Rio Grande	GWC	4312	250.00
P0321114	CSCCU	CCC	5320	250.00
P0321152	Dunn Edwards Corp	GWC	4312	250.00
P0321237	CI Business Equipment Inc	DIS	5657	250.00
P0321258	OC Register	OCC	5306	248.81
P0320681	Konica Minolta Business Solutions Inc	GWC	5638	240.00
P0320943	Xerox Corp	DIS	4312	237.08
P0321153	Air Filter Depot	GWC	4312	225.00
P0321209	Dell Higher Education	OCC	4315	222.70
P0320800	Programmer's Paradise	OCC	5699	220.68
P0321045	Guardian Power Protection Services Inc	OCC	5657	205.50

P0320670	Gans Ink & Supply Co Inc	GWC	4310	200.00
P0320674	Toyo Ink Amer LLC	GWC	4310	200.00
P0320714	Marinus Scientific	GWC	4312	200.00
P0320752	Fastenal	GWC	4677	200.00
P0320845	Amer Proficiency Institute	GWC	5899	200.00
P0320933	Office Depot	DIS	4312	200.00
P0321092	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0321102	Home Depot	GWC	4312	200.00
P0321104	Art Supply Warehouse	GWC	4312	200.00
P0321145	Follett Higher Education Group Inc #1094	OCC	4312	200.00
P0321207	Office Depot	GWC	4312	200.00
P0321250	Hanks Electrical Supplies Inc	OCC	4312	200.00
P0321251	McFadden-Dale Industrial Hardware LLC	OCC	4312	200.00
P0321253	Sehi Computer Products Inc	CCC	4312	200.00
P0321269	Follett Higher Education Group Inc #1181	GWC	4312	200.00
P0321313	OC Farm Supply Inc	OCC	4312	200.00
P0320643	CAF Tech Inc	OCC	4312	199.88
P0321344	Codework Inc	CCC	5699	199.00
P0321322	Office Depot	DIS	4312	183.97
P0320642	Walters Wholesale Electric Co	OCC	4312	177.73
P0321085	Dell Higher Education	OCC	4312	173.97
P0320758	Sims-Orange Welding Supply Inc	GWC	4312	150.00
P0321178	MVAP Medical Supplies Inc	OCC	4312	145.28
P0321279	Coaches Choice	GWC	4312	130.50
P0320870	Fisher Scientific	GWC	4312	130.00
P0320880	Westminster Chamber of Commerce	CCC	5320	130.00
P0321068	GovConnection Inc	DIS	4315	120.82
P0320872	Fisher Scientific	GWC	4312	120.00
P0321240	Calif Tool Welding Supply	OCC	4312	120.00
P0321290	Los Angeles Times	OCC	5306	104.00
P0320638	Office Depot	GWC	4312	100.00
P0320677	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0320678	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0320686	Thomas Scientific	GWC	4312	100.00
P0320687	Spectrum Chemicals & Laboratory Products Inc	GWC	4312	100.00
P0320717	Triarch Inc	GWC	4312	100.00
P0320741	Cal-Olympic Safety	GWC	4312	100.00
P0320773	Office Depot	GWC	4312	100.00
P0320844	Air Source Industries Inc	GWC	4312	100.00
P0320879	Calif Placement Assn	CCC	5320	100.00
P0321109	Cameron Welding Supply Inc	GWC	4312	100.00
P0321150	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0321200	Follett Higher Education Group Inc #1181	GWC	4312	100.00
P0321206	Office Depot	GWC	4312	100.00
P0321106	Art Supply Warehouse	GWC	4312	95.00
P0320802	Sehi Computer Products Inc	DIS	4312	87.63
P0320904	OC Business Journal	CCC	5306	81.00

P0320718	Follett Higher Education Group Inc #1181	GWC	4312	80.00
P0320868	Carolina Biological Supply	GWC	4312	80.00
P0320877	Hardy Diagnostics	GWC	4312	80.00
P0321158	Sehi Computer Products Inc	DIS	4312	78.33
P0320626	Office Depot	GWC	4312	75.00
P0320874	Hardy Diagnostics	GWC	4312	70.00
P0321259	Art Culinaire	OCC	6301	68.00
P0321164	Chronicle of Higher Education	DIS	5306	65.00
P0320876	Hardy Diagnostics	GWC	4312	64.00
P0321136	Office Depot	DIS	4312	56.95
P0321194	Nolo Press Occidental	OCC	6301	56.00
P0321217	Dell Higher Education	OCC	4315	55.25
P0321113	South Coast Higher Ed Council	CCC	5320	50.00
P0321202	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0321203	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0321204	Follett Higher Education Group Inc #1181	GWC	4312	50.00
P0320617	Educause	DIS	4312	40.00
P0321195	Amazon.com	OCC	4312	39.13
P0321176	Day-Timer Inc	OCC	4312	38.48
	Total			<u>8,528,669.61</u>

Object Code Legend

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

20. Ratification/Approval of Checks

Subject **20.01 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 20. Ratification/Approval of Checks
Access Public
Type Consent

File Attachments

[CheckApproval.pdf \(273 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0145580	Keenan & Associates District Property & Liability Insurance Renewal	922,621.00
0145932	PacifiCare of California Medical Premiums	542,260.68
0145617	PacifiCare of California Medical Premiums	531,261.52
0145550	Coast Community College Dist CCCD Medical Claims	469,139.09
0145558	Blackboard Inc Service Maintenance agreement for on-line learning system	330,000.00
0146063	Medco Health Solutions Inc Medical Prescription Claims	313,821.26
0145283	CCCD Student Refunds Student Refunds	259,020.20
0145956	Kaiser Foundation Health Plan Inc Medical Premiums	258,863.26
0145951	Student Insurance Insurance Premiums	252,832.00
0145614	Kaiser Foundation Health Plan Inc Medical Premiums	245,309.30
0145955	Coast Community College Dist CCCD Medical Claims	201,080.41
0146093	WestEd SB70 Evaluation Grant	198,597.38
0146062	Coast Community College Dist CCCD Medical Claims	185,010.86
0145818	Medco Health Solutions Inc Medical Prescription Claims	180,130.19
0145735	ACSIG Dental / Edge Dental Claims and Admin Fees	178,656.26
0145551	Medco Health Solutions Inc Medical Prescription Claims	175,893.94
0145616	Keenan & Associates District PIPS Worker's Compensation Premiums	168,125.00
0145913	OCC AS #1500-1050-58520 College service charges	157,228.50
0145429	Oracle America Inc Software Update License & Technical Support	156,400.00
0145891	Coast Community College Dist CCCD Medical Claims	146,248.62
0145300	Constellation NewEnergy Inc Electricity District wide	131,295.74
0145826	CCC Contract Education Coastline Military Fee Reconciliation	129,605.95
0145950	Special Pay Retirement Plan Retirement Incentive Contribution	113,464.00

		CheckApproval
0145640	Employment Development Dept-EDD Unemployment insurance 2nd qtr 2010	106,862.64
0145478	Southern Calif Edison Co Electricity District wide	99,178.17
0145816	Coast Community College Dist CCCD Medical Claims	97,451.47
0146076	Oracle America Inc License and service agreement - District wide	84,073.31
0145738	Reliastar Life Insurance Co Life Insurance Premiums.	82,957.56
0145292	Coast Community College Dist OCC Child Development Ctr	77,073.29
0145739	Reliastar Life Insurance Co Reinsurance Premiums	75,702.00
0145993	Constellation NewEnergy Inc Electricity District wide	45,758.18
0145936	Avalon Center at Garden Grove Annual lease payment for One Stop Center in GG	43,431.58
0145737	Reliastar Life Insurance Co Long Term Disability Premiums	41,193.25
0145226	Apex Audio Inc Theater Arts Audio Equipment	41,100.19
0146058	RBF Consulting OCC Maritime Academy Pedestrian Bridge	39,998.52
0146033	Special Pay Retirement Plan Vacation Payoff Contribution	39,547.54
0145865	Vicenti Lloyd & Stutzman LLP 2009-2010 Audit Fees	35,600.00
0145710	The Irvine Co LLC Lease payments for One-Stop Center, Irvine	35,008.94
0146039	The Irvine Co LLC Lease payment for One-Stop Center - Irvine	35,008.94
0146032	Southern Calif Edison Co Electricity District wide	34,011.25
0145782	Law Offices of Susan Woolley District Legal Services	29,215.50
0145431	Pacific Blue Micro Annual hardware and software maintenance renewal	27,896.14
0145929	Delta Health Systems Medical Administrative Fees	27,672.00
0145269	Burke Williams & Sorensen LLP District Legal Services	26,926.46
0145744	Vision Service Plan Premiums for VSP Claims	26,093.42
0145810	Xerox Corp	24,277.41
0145997	El Viento Foundation	24,000.00
0146027	Reliable Elevator of OC	20,820.00
0145497	ThreeForks Inc	20,260.57
0145595	Southland Industries	20,000.00

		CheckApproval
0146018	OCE' Financial Services Inc	18,413.84
0145778	Klein Educational Systems Inc	18,191.45
0145321	Engineerica Systems Inc	18,179.00
0145827	CCCD Student Refunds	18,084.53
0145757	City of Huntington Beach	17,868.68
0145298	Community College Search Services	17,500.00
0145928	Blue Cross	16,676.64
0145636	CCCD Student Refunds	16,288.87
0145937	CCCD Student Refunds	16,195.00
0145544	P2S Engineering	16,100.00
0145586	Mesa Consolidated Water Dist	14,045.86
0145420	Norman A Traub Associates	13,922.55
0145546	Alliant Insurance Services Inc	13,750.00
0145995	DLT Solutions Inc	13,680.96
0145278	CCC Contract Education	13,569.14
0145430	David Oskorus	13,400.00
0145592	ROI Networks Inc	13,400.00
0146019	Official Payments Corp	13,079.49
0145542	GWC Athletics	13,016.00
0145279	CCC Contract Education	12,940.10
0146014	Mesa Consolidated Water Dist	11,818.86
0146068	CareerAmerica LLC	11,500.00
0145611	Hill Partnership Inc	11,400.00
0145635	CCC Contract Education	11,391.30
0145643	Follett Higher Education Group Inc #1094	11,279.11
0145843	PGINET Consulting	10,654.00
0145848	Professional Personnel Leasing Inc	10,162.77
0145481	Stanley Convergent Security Solutions Inc	10,155.00
0145774	Harry & Grace Steele Chld Ctr	10,073.58
0145910	OC Auditor-Controller	10,058.00
0145637	Constellation NewEnergy Inc	9,852.71
0145523	Xerox Corp	9,593.27
0145322	Epler Co	9,500.00
0145387	Los Angeles Valley College	9,500.00
0145779	Knorr Systems Inc	9,388.95
0145931	PacifiCare of California	9,153.90
0145338	GovConnection Inc	9,148.52
0145211	Advanced Web Offset Inc	9,131.12
0146037	StreetWise Networks LLC	8,400.00
0145502	Total Compensation Systems Inc	8,300.00
0145615	Kaiser Foundation Health Plan Inc	8,165.02
0146004	Harland Technology Services	8,130.00
0145519	Wisconsin Tech College System Foundation Inc	8,035.00
0146041	ThreeForks Inc	8,000.00
0145250	B & H Electric	7,830.00
0145618	PacifiCare of California	7,783.53
0146025	Quinn Power Systems	7,688.63
0145817	First Colony Life Insurance Co	7,649.44
0145996	EBSCO Subscription	7,557.27

		CheckApproval
0145764	Constellation NewEnergy Inc	7,367.32
0146028	Rutan & Tucker LLP	7,035.00
0145218	AltE Store	7,022.76
0145427	Office Depot	6,920.71
0145465	RR Donnelley	6,788.28
0146059	Stern Architects Inc	6,606.00
0145343	Guardian Power Protection Services Inc	6,446.69
0145957	Kaiser Foundation Health Plan Inc	6,414.74
0145597	SunEarth Inc	6,413.46
0145982	Callahan & Blaine	6,366.40
0145460	Refrigeration Supplies Distrib	6,359.15
0145504	Union Bank	6,255.64
0145705	Southern Calif Edison Co	6,137.96
0145837	OC Auditor-Controller	6,128.00
0145330	Gale Group Inc	6,109.14
0145800	Southern Calif Edison Co	6,059.79
0145915	Postmaster	6,000.00
0145803	Townsend Public Affairs Inc	5,921.20
0145858	Southern Counties Oil Co	5,815.39
0145389	Main Electric Supply Co	5,718.71
0145954	Xerox Corp	5,635.68
0145364	Infinity Designs	5,502.75
0145861	SunGard Higher Education Inc	5,400.00
0145981	Business Properties	5,392.27
0145862	The Gas Co	5,310.90
0145340	Graybar Electric	5,292.13
0145897	Loretta Adrian	5,264.71
0145503	Union Bank	5,229.98
0145363	Impact Displays & Graphics	5,176.25
0145217	ALD Security Innovations	5,143.20
0145845	Point & Click Solutions Inc	5,100.00
0146051	Kenneth Yglesias	5,000.00
0145980	Best Air Control	4,890.00
0145921	The Gas Co	4,852.58
0145314	Dell Higher Education	4,823.16
0145280	CCC Foundation BESAC	4,734.57
0145754	Callahan & Blaine	4,649.85
0145373	John Deere Landscapes Inc	4,540.86
0145867	Xerox Corp	4,425.68
0145379	KROQ-FM	4,300.00
0145339	Grainger	4,249.99
0145894	Schlossberg & Umholtz	4,224.00
0145612	Care Resources Inc	4,126.75
0145994	CR & R Inc	4,092.64
0145988	Class Leasing Inc	4,000.00
0145473	Sehi Computer Products Inc	3,917.63
0145545	Power Engineering Services Inc	3,910.00
0145335	Gerke Consulting & Development LLC	3,852.50
0145402	Minuteman Plumbing & Drains	3,850.00

		CheckApproval
0145621	Andtech Corporation	3,820.50
0145205	Aberdeen Captioning Inc	3,760.00
0145489	Yong Tang	3,700.00
0145350	Halo Branded Solutions	3,628.37
0145397	McMaster-Carr	3,625.33
0145444	Preferred Property Maintenance	3,554.00
0145227	Apple Computer Inc	3,544.02
0145841	On-Site LaserMedic Corp	3,523.42
0145281	CCC ISD	3,500.00
0145484	Joan Stover	3,500.00
0145254	Battery Systems Inc	3,468.36
0145989	Coast Construction	3,433.00
0145742	Vision Service Plan	3,426.20
0145421	Amy Norris	3,325.00
0146002	GWC Associated Students	3,228.00
0145704	Smith Pipe & Supply Inc	3,145.40
0145204	ABC Companies	3,121.87
0145938	Community College League of Calif	3,000.00
0146016	Neo Networking Inc	3,000.00
0145967	AT & T	2,955.36
0146061	CCCD Workers Comp Trust Fund	2,894.18
0145299	Computerland of Silicon Valley	2,892.00
0145952	The Gas Co	2,877.83
0146047	Vital Link OC	2,750.00
0145756	CCCD-Cash Clearing	2,624.31
0145806	Verizon Wireless	2,585.48
0146015	NASFAA	2,584.00
0145953	Michael Warner	2,552.32
0146087	Universal Placement Program	2,500.00
0145901	CI Solutions	2,495.00
0145289	Chem Pro Laboratory Inc	2,478.00
0146040	Thinkstock	2,449.95
0145308	Crown Fence Co	2,390.00
0145246	AT & T	2,357.85
0145270	Business Office Solutions	2,349.97
0145260	BJ Bindery Inc	2,312.03
0145396	MCM	2,254.39
0145860	State Board of Equalization	2,237.00
0145422	OC Fire Protection	2,205.44
0145998	Eureka Calif Career Info Sys	2,169.56
0145567	Herbert Cohen	2,163.22
0146031	SMH Colocation	2,150.00
0145577	Int'l Security Products	2,103.93
0145991	College Health Services LLC	2,100.00
0145807	Verizon Wireless	2,099.99
0145979	Atkinson Andelson Loya Ruud & Romo	2,069.75
0146060	Taylor & Associates	2,063.75
0145248	AudioVision Production Services	2,000.00
0145285	Cerritos Franchise Inc	2,000.00

		CheckApproval
0146030	Second Nature Inc	2,000.00
0145358	Home Depot	1,983.80
0146044	Unisource Worldwide Inc	1,950.16
0146095	Xerox Corp	1,944.27
0145667	Janelle Leighton	1,943.79
0146085	Southern Calif Edison Co	1,925.26
0145999	Michael Giblin	1,900.00
0145799	Snap-on Business Solutions	1,895.00
0146050	Xap Corp	1,858.10
0145585	Memorial Prompt Care Medical Group	1,845.00
0145819	Medco Health Solutions Inc	1,820.55
0145432	Par West Turf Services	1,815.54
0145336	Gail Gibson	1,800.00
0145832	Fujifilm Medical Systems USA Inc	1,794.38
0145903	Fujifilm Medical Systems USA Inc	1,794.38
0145549	CCCD Workers Comp Trust Fund	1,769.16
0145740	Unum Ltc	1,752.50
0145678	Nextel Communications	1,737.48
0145934	AT & T	1,726.60
0145303	Steve Cox	1,710.00
0145428	Optima Network Services Inc	1,685.00
0145222	Ammco Occupational Apparel	1,675.00
0145765	Declues Burkett & Thompson LLP	1,650.76
0145561	Gail Call	1,624.00
0145328	Fry's Electronics	1,623.90
0146046	Vietnamese Community of OC	1,600.00
0145719	Renah Wolzinger	1,586.50
0145594	Miriam Somoano	1,572.40
0145346	GWC Bookstore	1,552.13
0145398	Memorial Prompt Care Medical Group	1,547.50
0146011	Lynberg & Watkins	1,547.43
0145513	Vietnamese Community of OC	1,539.00
0146069	CR & R Inc	1,527.48
0145773	GWC Foundation	1,513.14
0145801	Southern Counties Lubricants LLC	1,502.88
0145471	Richard Schultz	1,500.00
0145491	TechRoom Inc	1,500.00
0145759	Coast Community College Dist	1,490.00
0145596	Spicers Paper Inc	1,469.21
0146075	NAFSA/Assn of Int'l Educators	1,460.00
0145441	Pocket Nurse	1,445.16
0145805	Verizon Wireless	1,433.42
0145709	Tangram	1,425.71
0145613	Celtic Special Health Prod Div	1,412.40
0145964	Amer Council on Education	1,388.00
0145978	ATI/Assessment Technology Institute	1,365.04
0145408	Joseph Mraz	1,350.00
0145416	Douglas Neves	1,350.00
0145554	Frank Baker	1,337.02

		CheckApproval
0145294	Coastline Regional Occupational Program	1,334.56
0146078	Pitney Bowes Inc	1,332.88
0145698	William Saichek	1,329.85
0145237	AT & T	1,320.57
0145829	Dept of Toxic Substances Ctrl	1,312.50
0145564	CCC Sac	1,308.80
0145676	NCS Pearson Inc	1,304.69
0145802	Toshiba Business Solutions	1,303.85
0145563	CCC Contract Education	1,294.42
0145825	Calif Dept of Health Services	1,290.00
0145454	Helen Quach	1,289.89
0145277	Caston Office Solutions	1,287.47
0145574	GWC Bookstore	1,283.07
0145333	Ganahl Lumber Co	1,282.77
0145458	Kathy Randall	1,275.00
0145959	3M Co	1,256.00
0145907	MailFinance Inc	1,247.11
0145762	Computerland of Silicon Valley	1,222.35
0145293	Coast Fitness Repair Shop	1,214.51
0145302	Corix Utilities	1,207.67
0145392	James McClinton	1,200.00
0146006	Honeywell Int'l Inc	1,183.39
0145696	Bonita Roohk	1,173.16
0145423	OC Wholesale Flowers	1,140.78
0145786	Mutual Liquid Gas & Equipment	1,137.59
0145372	Jobelephant.com Inc	1,135.00
0145410	Jay Muza	1,125.00
0145598	The Gas Co	1,120.00
0145581	Key Equipment Finance Inc	1,109.75
0145844	Phoenix Group Info Systems	1,109.15
0145565	Child Development Center	1,107.17
0145467	San Diego Police Equip Co	1,106.71
0145436	Pearson Education	1,102.95
0145675	Joy Myers	1,100.00
0145702	Vida Shajie	1,100.00
0145659	Darryl Isaac	1,099.37
0145963	Amer Assoc of Respiratory Care	1,080.00
0145475	Shutterstock Images LLC	1,079.00
0145669	Linkyo Corp	1,070.05
0145781	Landauer Inc	1,060.99
0145923	Verizon California	1,056.33
0145424	OCC AS #1500-1050-58520	1,050.00
0146012	MailFinance Inc	1,029.52
0145939	Customguide Inc	1,025.00
0145670	LT Enterprises	1,022.82
0145661	Cheryl Jupiter	1,015.65
0145419	David Nickerson	1,000.00
0145514	Michelle Villanueva	1,000.00
0145679	Ailene Nguyen	1,000.00

		CheckApproval
0145707	Elizabeth Sykes	1,000.00
0145680	Christina Nguyen	999.76
0145207	Academic Senate	990.00
0145902	Evonne Durand	989.54
0145789	OCC AS #1500-1050-58520	989.25
0145664	Knorr Systems Inc	980.71
0145654	GWC Food Services	979.56
0145683	Plastic Sales Southern Inc	968.96
0145568	Ding-Jo Currie	965.06
0145648	Goodwill of OC	961.25
0145700	Teresa Scarbrough	954.05
0145604	Unisource Worldwide Inc	951.35
0145857	Southern Calif Edison Co	949.50
0145788	OCC Ancillary #1000-24750-5120	947.32
0145673	Kevin Mc Elroy	946.09
0145223	Anaheim Band Instruments Inc	941.39
0145918	Sparkletts	938.98
0145274	Caltime Metals	926.55
0146010	JFTB/MWR	920.55
0145828	Dept of Justice	920.00
0145919	The Gas Co	908.39
0145526	Kaplan Early Learning Co	904.50
0145323	Theodore Erski	900.00
0145324	Roberto Falero	900.00
0145412	Michael Myers	900.00
0145394	McGraw-Hill Companies	899.99
0145720	Jeffrey Wong	896.35
0145784	Marina Landscape Inc	895.00
0145663	Key Equipment Finance Inc	894.83
0145682	Physician Sales & Service Inc	875.03
0145715	US Bank	869.40
0145768	Fisher Scientific	864.96
0146067	Calif Tool Welding Supply	857.12
0146001	Guaranteed Quality Carpet & Restoration	850.00
0145821	AT & T	841.87
0145370	Jazz-Z Beauty Products Inc	832.41
0145557	Amanda Best	823.80
0146005	Home Depot	822.87
0145249	Avalon Center at Garden Grove	816.13
0145486	T-Mobile USA	813.99
0145905	Iron Mountain	805.05
0145360	Horizon Optometric Group	804.93
0145311	DataPipe Inc	800.00
0145512	Verizon Wireless	799.07
0145665	Bryan Kramer	796.02
0145911	OCC Ancillary #1000-24750-5120	796.00
0145866	Western Graphics Plus	793.36
0145403	Model Glass & Mirror	791.00
0145247	AT & T Mobility	777.72

		CheckApproval
0145509	Verizon California	772.02
0145646	Deborah Goldstick	760.00
0145706	Caroline Spoja	748.20
0145446	Professional Plumbing Inc	748.00
0146091	Verizon California	742.01
0146077	Orange Coast Auto Repair	736.23
0145391	Master Recording Supply Inc	730.80
0145721	Xerox Corp	729.27
0145230	Art Supply Warehouse	728.95
0145206	Academic Senate	725.00
0145208	Academic Senate	725.00
0145209	Academic Senate	725.00
0145804	United Direct Marketing Inc	725.00
0145355	Hasco Oil Co Inc	723.53
0146021	Pacific Clippings	708.00
0145399	Shana Menaker	700.00
0145559	Marilyn Brock	700.00
0145684	Barbara Price	700.00
0145685	Jack Price	700.00
0145716	Vienne Vu	700.00
0145909	Jennifer Monroe	700.00
0145900	CI Business Equipment Inc	695.00
0145653	GWC Bookstore	678.33
0145524	Yale Chase Equipment & Services Inc	677.32
0145747	AMC Inc	675.00
0145791	Orkin Inc	670.00
0145628	Austin Hardwoods	663.34
0145490	Tape Co	658.33
0145407	Mr B's Lawnmower & Saw Shop	651.81
0145316	Diversified Business Communications	648.00
0146045	Verizon California	645.76
0145480	SPSS Inc	642.95
0145238	AT & T	637.94
0145713	Travel Store Inc	635.80
0145309	Damian Dlugolecki	634.50
0145290	Chun, Edna	631.74
0145552	Aardvark Clay Supply	630.11
0145505	Unisource Worldwide Inc	628.85
0145569	Follett Higher Education Group Inc #1180	626.41
0145656	Home Depot	620.99
0146092	Verizon Wireless	618.05
0145785	Minuteman Plumbing & Drains	607.73
0145359	Nga Thi Hong	600.00
0145488	Calvin Tang	600.00
0145847	Prado Olympic Shooting Park	600.00
0146000	Daniel Gorman	600.00
0145647	Fernando Gonzalez	598.73
0145371	JK Electronics Distributors Inc	595.94
0145228	Aqua-Clear Water Treatment Specialists Inc	595.00

		CheckApproval
0145362	Image Printing Solutions	591.60
0145556	Brian Beichner	590.73
0145917	Lisa Roberts-Winger	578.98
0146065	Andtech Corporation	567.94
0145216	Alan's Lawnmower & Garden Ctr Inc	562.16
0145348	GWC Food Services	557.06
0145972	AT & T	539.30
0145259	Best Buy Stores LP	537.18
0145548	CCCD Workers Comp Trust Fund	536.08
0146038	TALX Corp	532.20
0145666	Deanna Lehmann	526.94
0145469	Ny Sayasy	524.91
0145353	Harbor Radiator	523.43
0145487	TALX Corp	523.20
0145838	OC Fire Protection	520.00
0145693	Diane Restelli	517.22
0145332	Galls	514.33
0145699	William Saichek	507.10
0145543	MTGL Inc	505.00
0145276	Rosalind Campbell	500.00
0145650	Griffis, Kurtis	500.00
0145695	Malinni Roeun	500.00
0145717	Kimberly Whitt	500.00
0146026	Recording for Blind & Dyslexic	500.00
0145572	Grainger	499.65
0146017	Nextel Communications	496.71
0145221	Amer Warehouse	494.25
0145571	GovConnection Inc	492.75
0145930	First Health	490.56
0145601	Verizon Wireless	485.84
0145257	Benjamin, William	484.86
0145627	AT & T Mobility	474.00
0145464	Rosetta Stone Ltd	465.88
0145965	Amtech Elevator Services	461.44
0145770	Fuller Engineering Inc	454.57
0145547	Amer Fidelity Assurance	451.50
0145380	Jonathan Kuespert	450.00
0145482	Daren Starnes	450.00
0145692	Refrigeration Supplies Distrib	450.00
0145987	Clark Security Products	449.02
0145708	Stephen Tamanaha	444.43
0145272	Calif Commercial Lighting Supply Inc	436.21
0145213	Aircraft Spruce & Specialty Co	434.37
0145600	Verizon Wireless	428.79
0146035	State of Calif/Military Dept (JFTB)	425.00
0145573	Great Western Sanitary Supply	420.59
0145904	Raine Hambly	414.01
0145734	Bundy-Finkel Architects Inc	405.90
0145445	Premier Office Services Co	401.66

		CheckApproval
0145579	Josenhans, Eric	400.00
0145588	OCC Petty Cash	399.62
0145906	Karen Kuehner	394.88
0145767	Federal Express Corp	382.02
0145632	Business Office Solutions	382.00
0145224	Betty Anderson	375.00
0145258	Farah Bennani	375.00
0145296	Patti Collings	375.00
0145895	UCIUPS Physicians Billing Group	372.00
0145958	UCIUPS Physicians Billing Group	372.00
0145898	Jaima Bennett	371.19
0145793	Premier Office Services Co	366.31
0145796	Rhino Electric Supply	361.24
0145835	Mesa Consolidated Water Dist	356.88
0145681	Pep Boys	355.73
0145973	AT & T	353.70
0146072	Iron Mountain Records Mgmt	340.52
0145763	Comtel Pro Media	339.86
0145496	Thomson West	339.57
0145367	Darryl Isaac	339.33
0145229	Arreola, Leslie	338.00
0145301	Cordero, Jacqueline	338.00
0145352	Hananouchi, Jennifer L.	338.00
0145766	ECS Refining	336.60
0146080	Pyro-Comm Systems Inc	335.00
0146009	Irvine Pipe & Supply	331.22
0145320	Enco Manufacturing Co	328.16
0145268	Burgin, Katherine M	325.00
0145658	Iron Mountain Records Mgmt	324.71
0145508	Verizon California	322.88
0146089	Verizon California	322.88
0146043	Travel Store Inc	317.40
0145251	B & P Services Inc	316.97
0145583	Lynda.com	315.00
0145231	Ashurst, Sandrae	312.00
0145267	Bui, Julie O	312.00
0145384	Leon, Tyler W.	312.00
0145386	Lopez, Viviana N.	312.00
0145462	Romero, Angela R.	312.00
0145668	LiNKs Sign Language & Interpreting Services	310.00
0145990	College Board	310.00
0145946	Hasler Inc	305.15
0145769	Fry's Electronics	304.48
0145694	Rhino Electric Supply	301.68
0145275	Rosalind Campbell	300.00
0145312	Mary Davis	300.00
0145983	CCCCIO	300.00
0145760	Coastal Carbonic	296.89
0145440	PL Hawn Co Inc	293.63

		CheckApproval
0145570	Fuller Engineering Inc	291.23
0145599	Verizon Wireless	288.73
0145214	Airgas West Inc	286.40
0145518	Wilson, Elisa K.	286.00
0145836	Newport-Mesa Unified Sch Dist	285.00
0145736	CCCD Workers Comp Trust Fund	284.92
0145697	Safety 1st Pest Control Inc	283.50
0145331	Galls	282.73
0145651	Guandia, Karla A	275.00
0145840	Office Depot	271.22
0145644	Ganahl Lumber Co	270.79
0145649	Graybar Electric	263.53
0145976	AT & T	256.64
0145271	C-MONet LLC	250.00
0145376	Kimberly B Keilbach	250.00
0145584	Janice Maran	250.00
0146042	Times Community News	250.00
0145824	Business Office Solutions	247.58
0145400	Menchaca, Desiree K.	247.00
0145461	Riechers, Tina L.	247.00
0145242	AT & T	246.92
0145775	Horizon Optometric Group	243.00
0145297	Community College League of Calif	240.00
0145492	Test America Analytical Testing Corp	237.30
0145506	United Parcel Service Inc	235.38
0145772	Graybar Electric	235.23
0145266	Bryan, Desiree N	234.00
0145327	Freeman, Patricia H.	234.00
0145329	Gaitan-Alarcon, Jackeline P.	234.00
0145378	Kleckner, Cori S.	234.00
0145414	Nance, Laura A.	234.00
0145516	Watkins, Lindsay A.	234.00
0145631	Bolsa Gunsmithing	231.64
0146064	Accrediting Commission-CJC	230.58
0145893	Memorial Prompt Care Medical Group	230.00
0146082	Security Signal Devices	229.60
0146008	IBS of Calif Coast	228.36
0146071	IBS of Calif Coast	228.32
0145263	Keith Bower	225.00
0145390	Marina Landscape Inc	225.00
0145393	Karen McGaughey	225.00
0145743	Vision Service Plan	224.90
0145477	Smardan Supply Co-Orange Coast	224.59
0145642	Evan's Gunsmith Shooters World Inc	220.00
0145892	Delta Health Systems	218.75
0145777	Iron Mountain	214.19
0145210	Accurate Termite & Pest Control	210.00
0145468	Sanchez, Marcos	208.00
0145366	Irvine Pipe & Supply	200.07

		CheckApproval
0145846	Postmaster	200.00
0145745	Advanced Gas Products	199.92
0145712	The Shredders	195.00
0145896	Ace Business Machines Inc	195.00
0146029	Safety & Fire Equipment Co Inc	195.00
0145511	Verizon California	189.99
0146074	Johnstone Supply	184.81
0145645	Garden Grove Unified Schools	182.94
0145808	VWR Int'l Inc	181.36
0145638	DMV Renewal	181.00
0145916	Riley, Cathy	181.00
0145922	Thomson West	176.73
0145591	Riverside Publishing Co	172.26
0146070	Home Depot	169.73
0145368	Iskander, Amany N.	169.00
0145234	AT & T	168.32
0145456	Quan, Raymond T.	165.59
0145945	Hardy Diagnostics	162.74
0145926	Xerox Corp	162.70
0145291	City of Fountain Valley	160.78
0145425	OCC Food Services	160.47
0145753	Calif Tool Welding Supply	159.65
0145253	Barber, Deborah Y	156.00
0145261	Bon, Alexandra L.	156.00
0145264	Branin, Ann E	156.00
0145284	Cecconi, Nikki J	156.00
0145310	Daniel, Julie K	156.00
0145319	Elsa Coude du Foresto	156.00
0145334	Garcia, Sonia M.	156.00
0145369	Jago, Abigail	156.00
0145388	Maddox-Caouette, Katherine	156.00
0145413	Naccache, Leda	156.00
0145433	Parise, Gina M.	156.00
0145434	Parisi, Gail E.	156.00
0145439	Pinney, Emily F.	156.00
0145470	Schnierer, Noel J.	156.00
0145220	Amer Red Cross	155.00
0145859	Sparkletts	152.00
0145485	Suburban Water Systems	150.80
0145295	Bruce Collings	150.00
0145483	Storage Place	150.00
0145515	Virtual Freelance Network	150.00
0145555	Bee Busters Inc	150.00
0146036	Storage Place	150.00
0145602	Jocelyn Wang	149.30
0145714	Tustin Unified School District	148.24
0146049	World-Wide Fire Inc	147.79
0145375	Kelly Paper	147.57
0145969	AT & T	144.88

		CheckApproval
0145240	AT & T	144.85
0145746	Airgas West Inc	144.77
0145252	Baker & Taylor	144.46
0145992	Computerland of Silicon Valley	141.38
0145566	Coastal Carbonic	139.22
0145748	Anaheim Union HS District	138.00
0145500	Times Community News	137.50
0145755	CCC Contract Education	135.69
0145625	AT & T	134.14
0145968	AT & T	134.14
0145307	Crown Ace Hardware	131.47
0145622	Art Supply Warehouse	131.15
0145795	Public Economics Inc	131.07
0145418	Nguyen, Van K.	130.00
0145365	Iron Mountain Records Mgmt	129.36
0145677	Newport Exterminating	127.50
0145660	Joshua Johnson	126.72
0145940	Dish Network Chicago	126.43
0145809	Waxie Sanitary Supply	124.77
0145985	CIT Technology Fin Serv Inc	123.98
0145245	AT & T	123.39
0145672	Vesna Marcina	120.01
0145442	Pokorny, Heather A.	117.00
0145351	Raine Hambly	115.00
0145225	Anderson, Kelly	114.00
0145255	Lisa Becker	114.00
0145377	Gary Kinzer	114.00
0145522	Frank Woodard	114.00
0145652	GWC Associated Students	113.00
0145914	Vinta Oviatt	110.00
0145620	Alexander, Alex	109.02
0145948	Safeguard Business Systems Inc	107.67
0145603	Xerox Corp	106.54
0145925	Verizon California	105.84
0145790	On-Site LaserMedic Corp	105.00
0146020	On-Site LaserMedic Corp	105.00
0145587	Jimmy Nguyen	104.66
0145395	McLean, Keisha R.	104.00
0145908	Mariposa Women & Family Center	102.00
0146079	Prince Enterprises Inc	101.86
0145354	Hardy Diagnostics	100.65
0146094	Western Graphics Plus	100.00
0145341	Great Western Sanitary Supply	99.41
0145863	Verizon California	98.97
0145718	Susan Winterbourne	98.50
0145527	Xerox Corp	98.18
0145751	Marilyn Brock	96.00
0145286	Certified Forklift	95.00
0145417	Newport-Mesa Unified Sch Dist	95.00

		CheckApproval
0145974	AT & T	94.15
0145562	CCC Contract Education	93.96
0145722	Linda York	93.00
0145619	Alan's Lawnmower & Garden Ctr Inc	92.75
0145501	Toshiba Business Solutions	92.26
0145970	AT & T	91.10
0145241	AT & T	91.08
0145212	Aguirre, Ruby A	91.00
0145265	Breakfield, Margaret	91.00
0145406	Morris, Stephanie A.	91.00
0145415	Nelson, Tatiana C.	91.00
0145711	The Irvine Co LLC	90.00
0145962	Alan's Lawnmower & Garden Ctr Inc	89.28
0145347	GWC Community Services	89.00
0145560	Denise Cabanel-Bleuer	88.08
0145831	Federal Express Corp	87.78
0145792	Par West Turf Services	86.89
0145326	Ford Electronics Inc	86.48
0145941	Duke Service Co	86.24
0145438	PGINET Consulting	85.00
0145674	Kevin Mc Elroy	85.00
0145820	AT & T	83.20
0145262	Glen Boswell	81.78
0145215	Minal Ajbani	81.00
0145794	Prudential Overall Supply Co	80.63
0145797	Siemens Water Technologies Corp	80.31
0145689	Prudential Overall Supply Co	78.32
0145219	Ambort-Rudolph, Rebecca	78.00
0145288	Chase, Leasa S	78.00
0145304	Coyotzi, Jenny L	78.00
0145305	Cramer, Wendi L	78.00
0145306	Creager, Susan M	78.00
0145313	De La Torre, Nora G	78.00
0145315	Dinsdale, Laura E	78.00
0145317	Domenici, Juliette B	78.00
0145337	Gilbert, Amy	78.00
0145344	Gump, Margaret A.	78.00
0145349	Haley, Lisa M.	78.00
0145356	Hatch, Luz P.	78.00
0145357	Henry, Gary M.	78.00
0145381	Lambe, Linda D.	78.00
0145382	Land, Maria D.	78.00
0145385	Lim, Gi Won	78.00
0145401	Michaeli, Mandy M.	78.00
0145404	Monroy, Claudia	78.00
0145405	Moore, Patricia L.	78.00
0145437	Perez-Pena, Helen	78.00
0145443	Porto, Chris J.	78.00
0145455	Quan, Nina H.	78.00

	Check	Approval
0145457 Ramsay, Pamela M.	78.00	
0145463 Rosenzweig, Kelly S.	78.00	
0145498 Tighe, Laura L.	78.00	
0145499 Tillenhkooh, Joanne	78.00	
0145507 Vasquez, Ana P.	78.00	
0145517 Whitaker, Breanne J.	78.00	
0145593 Sehi Computer Products Inc	76.05	
0145411 Linda Myers	75.00	
0145459 Robert Raymond	75.00	
0145629 Diane Benner	75.00	
0145960 ACHRO/EEO	75.00	
0145975 AT & T	74.99	
0145576 Home Depot	74.97	
0145553 Apple Computer Inc	73.96	
0145409 MSC Industrial Supply Co	72.91	
0145495 The Gas Co	72.61	
0146090 Verizon California	70.37	
0145510 Verizon California	70.18	
0145521 Women Helping Women	70.00	
0145494 The Gas Co	69.60	
0145575 Lorraine Henry	68.25	
0145472 Security Signal Devices	68.00	
0145342 Anna Greenwald	67.80	
0146088 USA Mobility Wireless Inc	66.96	
0145450 Prudential Overall Supply Co	66.77	
0145851 Prudential Overall Supply Co	66.77	
0145244 AT & T	66.30	
0145287 Chaney, Jenielle K	65.00	
0145749 AT & T	64.31	
0145912 OCC Ancillary #1000-24750-6580	63.22	
0145798 Smardan Supply Co-Orange Coast	62.30	
0145466 Patricia Russell	62.00	
0145256 Evelyn Bell	61.36	
0145657 Hub Auto Supply	60.90	
0146003 GWC Petty Cash	60.88	
0145634 Calvary Baptist Church HB	60.00	
0145944 GWC Student Health Center	60.00	
0145590 Linda Rhines	57.48	
0145374 Johnstone Supply	54.07	
0145318 Dunn Edwards Corp	53.23	
0145589 Hai Pham	53.00	
0145671 Main Electric Supply Co	52.42	
0145232 Assayed, Zaynah	52.00	
0145435 Pearce, Monica L.	52.00	
0145639 Dunn Edwards Corp	51.65	
0146081 Rhino Electric Supply	48.87	
0145233 AT & T	48.59	
0145833 Grainger	47.50	
0146073 Irvine Pipe & Supply	45.74	

		CheckApproval
0145949	Southern Calif Edison Co	45.36
0145361	Hub Auto Supply	45.17
0145655	Raine Hambly	45.00
0145899	Choi, Eric	45.00
0145453	Purdue Univ	43.50
0145761	Shirley Collins	41.75
0145741	Vision Service Plan	40.70
0145474	Shred-It	40.00
0145520	Sigrid Wolf	40.00
0145830	Educause	40.00
0145942	Educause	40.00
0145525	Tracy Young	39.30
0145776	ICS Service Co Inc	37.00
0145610	C2 Reprographics	36.87
0145623	AT & T	36.58
0145624	AT & T	36.58
0146013	Marinus Scientific	36.22
0145325	Federal Express Corp	35.88
0145966	AT & T	35.49
0145864	Verizon California	35.23
0145823	AT & T	33.58
0145984	Cenflo Inc	32.95
0145582	Deborah Lewis	31.50
0145822	AT & T	31.03
0145977	AT & T	30.09
0145641	ESL.net	30.00
0145662	Kelly Paper	29.26
0145691	Prudential Overall Supply Co	29.07
0145690	Prudential Overall Supply Co	27.97
0146022	Prudential Overall Supply Co	27.97
0145383	Phuonganh Le	27.60
0145924	Verizon California	24.96
0146048	Wards Natural Science	24.85
0145856	SoCal Office Technologies Inc	24.31
0146086	The Gas Co	24.02
0145986	City of Huntington Beach	23.88
0145493	The Gas Co	22.79
0145943	GWC Petty Cash	22.01
0145273	Calif Tool Welding Supply	21.70
0145701	Seal's Compressed Gases	20.25
0146083	Signs etc	19.38
0145780	Konica Minolta Business Solutions Inc	19.14
0145448	Prudential Overall Supply Co	19.11
0145686	Prudential Overall Supply Co	19.11
0145687	Prudential Overall Supply Co	19.11
0145850	Prudential Overall Supply Co	19.11
0146024	Prudential Overall Supply Co	19.11
0145449	Prudential Overall Supply Co	18.62
0145688	Prudential Overall Supply Co	18.62

		CheckApproval
0145849	Prudential Overall Supply Co	18.62
0146023	Prudential Overall Supply Co	18.62
0145771	Grainger	18.16
0146007	Hub Auto Supply	18.16
0145839	OC Workforce Investment Board	17.98
0145282	CCC Petty Cash	17.70
0145758	James Cline	17.50
0145447	Prudential Overall Supply Co	16.28
0145452	Prudential Overall Supply Co	16.28
0145947	Prudential Overall Supply Co	16.28
0145476	Signs etc	15.86
0145852	Prudential Overall Supply Co	15.49
0145920	The Gas Co	15.38
0145842	Pearson Education	14.19
0146084	Smardan Supply Co-Orange Coast	14.15
0145630	BOG's Calif Community Colleges	14.00
0145933	AT & T	13.28
0145479	Sparkletts	12.46
0146034	State Board of Equalization	11.65
0145243	AT & T	11.53
0145239	AT & T	11.52
0145971	AT & T	11.52
0145935	AT & T	11.43
0145235	AT & T	11.30
0145626	AT & T	11.22
0145578	JD Lock & Key	10.88
0145426	Oce' Imagistics Inc	10.65
0145451	Prudential Overall Supply Co	10.51
0145853	Prudential Overall Supply Co	10.51
0145854	Prudential Overall Supply Co	10.51
0145855	Prudential Overall Supply Co	10.51
0145703	Sims-Orange Welding Supply Inc	10.11
0145752	Krista Browne	10.00
0145783	Andrew Lombardo	10.00
0145787	Matthew O'Connor	10.00
0145633	Calif Tool Welding Supply	8.60
0145834	Vinicio Lopez	6.94
0146066	AT & T	6.31
0145961	Airgas West Inc	2.64
0145236	AT & T	1.90
0145750	AT & T Mobility	0.70

Total

\$ 8,779,677.65

21. Check List for General Obligation Bond Fund

Subject **21.01 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 21. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[CheckApprovalBond.pdf \(32 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0145884	ISEC OCC Bldg CHS and Lab Sciences Bid 1965	505,186.00	420207
0145815	T & Y Construction GWC Learning Resource Ctr	490,895.28	420356
0145888	Richard & Richard Construction Co Inc OCC Bldg CHS and Lab Sciences Bid 1965	445,212.00	420207
0145733	Vector Resources Inc GWC Learning Resource Ctr	284,805.96	420356
0145872	Bergelectric Corp OCC Bldg CHS and Lab Sciences Bid 1965	272,258.00	420207
0145730	Plumbing Piping & Construction Inc GWC Learning Resource Ctr	233,699.94	420356
0145882	Heinaman Contract Glazing Inc OCC Bldg CHS and Lab Sciences Bid 1965	135,747.00	420207
0145883	Industrial Masonry Inc OCC Bldg CHS and Lab Sciences Bid 1965	128,160.00	420207
0145868	Alpha Mechanical Heating & Air Conditioning OCC Bldg CHS and Lab Sciences Bid 1965	124,173.00	420207
0145927	LPA Inc CCC Land Development	92,573.55	420894
0145728	CW Driver OCC Bldg CHS and Lab Sciences	88,762.40	420207
0145875	Brian DeVries Construction Inc OCC Bldg CHS and Lab Sciences Bid 1965	77,726.00	420207
0145890	US Demolition Inc OCC Student Center Bid 1975	56,457.00	420249
0145885	ISEC OCC Bldg CHS and Lab Sciences Bid 1965	56,132.00	420207
0145811	Division of State Architect OCC Upgrd Student Svcs Watson Hall	51,636.35	420247
0145729	MVE Institutional Inc District Relocatable Replacement	46,092.99	420201
0145541	UCMI Inc OCC Bldg CHS and Lab Sciences	38,880.00	420207
0146056	Superior Asphalt Paving Inc OCC Upgrd Parking Lots	38,132.00	420250
0145873	Best Contracting Services Inc OCC Bldg CHS and Lab Sciences Bid 1965	33,752.00	420207
0145870	Anderson Charnesky Structural Steel Inc	23,750.00	420207
0145540	TYR Inc	22,462.00	420356
0145529	CW Driver	16,921.00	420894
0146057	UCMI Inc	15,360.00	420207
0145530	Digital Networks Group Inc	15,043.08	420233
0145869	Alpha Mechanical Heating & Air Conditioning	13,797.00	420207
0145532	Keenan & Associates	12,925.00	420249
0145605	Bundy-Finkel Architects Inc	12,558.97	420249

			CheckApprovalBond
0145539	TYR Inc	12,136.00	420356
0145723	Ace Electric Inc	11,144.00	420233
0145731	Psomas	10,409.00	420207
0145878	Continental Plumbing Inc	10,301.00	420249
0145886	Liberty Climate Control	10,260.00	420249
0146052	Division of State Architect	9,944.42	420340
0145876	Brian DeVries Construction Inc	8,636.00	420207
0145534	Keenan & Associates	7,681.80	420249
0145887	Mobile Modular Management Corp	7,325.40	420297
0146055	Mobile Modular Management Corp	7,325.40	420297
0145879	Cuyamaca Const Inc	5,850.00	420249
0145528	Allscape	4,000.00	420283
0145874	Best Contracting Services Inc	3,751.00	420207
0145535	Keenan & Associates	3,692.00	420356
0145533	Keenan & Associates	3,354.59	420249
0145871	Anderson Charnesky Structural Steel Inc	2,639.00	420207
0145813	Nat'l Sign & Marketing Corporation	2,500.00	420253
0145724	Bundy-Finkel Architects Inc	2,433.16	420222
0145881	GMU Geotechnical Inc	2,099.50	420894
0145877	Bundy-Finkel Architects Inc	1,305.84	420222
0145536	Mobile Modular Management Corp	848.25	420297
0145537	ModSpace	761.26	420399
0146053	Edwards Service	678.75	420207
0145889	Sierra Lathing Co Inc	677.00	420249
0145812	Elite Construction Equipment Rental	604.00	420207
0146054	Elite Construction Equipment Rental	604.00	420207
0145814	Pacific Blue Micro	595.95	420207
0145880	Elljay Acoustics Inc	405.00	420207
0145538	MTGL Inc	356.20	420356
0145726	C2 Reprographics	310.37	420293
0145727	C2 Reprographics	269.59	420293
0145531	HPS Mechanical Inc	241.30	420249
0145608	C2 Reprographics	153.12	420249
0145725	C2 Reprographics	122.50	420249
0145606	C2 Reprographics	106.47	420249
0145607	C2 Reprographics	51.98	420207
0145732	TBP Architecture Inc	47.07	420233
0145609	C2 Reprographics	43.70	420249

Total

\$ 3,466,763.14

22. Authorization for Special Payments

Subject	22.01 Orange Coast College
Meeting	Aug 18, 2010 - Regular Meeting
Category	22. Authorization for Special Payments
Access	Public
Type	Consent

Special Payment

Payment of \$1,290 payable to the California Department of Public Health-Radiologic Health Branch for 2010-2011 annual fees. This is required to meet program accreditation requirements.

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 emending current District policies will be specifically noted. Current policies affected will be referenced.

23. Approval of Agreements

Subject 23.01 GWC - Streaming Media Online Instructional Materials
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

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 # 3)
- 5. Fiscal Impact:** One time annual payment of \$2,999.25 to be paid from Online Electronic Resources funds.

File Attachments

[StreamingMedia Hosting Agreement.pdf \(55 KB\)](#)

Subject **23.02 GWC - Puente Project**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

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

1. Background Information: The Puente community college program provides extensive initial and ongoing training to community college instructors and counselors who have been selected to implement the program on the campus. These specially trained teams provide students with an accelerated writing course sequence, counseling that provides students with sustained, in-depth, career and academic guidance throughout their enrollment at the community college, and mentoring by members of the professional community.

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

3. Comments (if any):

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between the Regents of the University of California and the Coast Community College District to administer the Puente project, from July 1, 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 Puente Agreement, Attachment # 4)

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

File Attachments

[Puente Agreement.pdf \(286 KB\)](#)

Subject **23.03 OCC - Smarthinking, Inc.**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Consent

Approve Non-Standard Agreement between Smarthinking, Inc. and Coast Community College District

Background: Orange Coast College has been using Smarthinking online tutoring services since September, 2009. To date, OCC students have used approximately 1,800 online tutoring hours. Smarthinking is an electronic tutoring resource available to all OCC registered students, and is available 24 hours a day, 7 days a week. Peak times have been late night, or when the Student Success Center is typically closed.

Goal/Purpose: Smarthinking provides 24 hour on-line tutoring help free to OCC students. This program enhances the goal of the Title II I Grant which is to enhance student progress, achievement rate, persistence rate and course completion rate for basic skills courses. The Title III Grant Annual Performance Report of 2009 exhibits that these rates are increasing with the use of several Grant Programs including Smarthinking.

Comments: Reviewed by Risk Services.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that authorization be given to enter into a non standard agreement between Smarthinking Inc. and Coastline Community College. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 5)

Fiscal Impact: \$60,000 for 2,000 hours of tutoring services and \$3,000 for annual fees totaling \$63,000 to be paid out of Title III Grant Funds.

File Attachments

[Smarthinking Contract Addendum.pdf \(1.661 KB\)](#)

Subject **23.04 OCC - Core Performance Concepts Inc.**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approve Non-Standard Agreement between the Core Performance Concepts Inc. and the Coast Community College District for the purpose of teaching a PMPEXam Preparation Training program offered by Orange Coast College

Background: The course includes 36 hours of classroom instruction in PMP Exam Preparation Training and the curriculum belongs to Core Performance Concepts Inc. This is an industry certification.

Goal/Purpose: To offer 36 hours of classroom instruction in PMP Exam Preparation Training available to the community.

Comments: Reviewed 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 Core Performance Concepts Inc. and the Coast Community College District for the purpose of offering 36 hours PMP Exam Preparation Training available to the community. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 6)

Fiscal Impact: Orange Coast College Community Education to receive revenue from this contract through participant registrations.

File Attachments

[Community Ed-Core Performance Contract.pdf \(51 KB\)](#)

Subject **23.05 OCC - Research Chefs Association**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approve Non-Standard Agreement between the Research Chefs Association and the Coast Community College District for the purpose of teaching an online Culinology workshop offered by Orange Coast College

Background: The Research Chefs Association asked Orange Coast College to offer a 22 hour online Culinology course for members of the Research Chefs Association. The course includes 4 modules and the curriculum belongs to the Research Chef's Association. This is an industry certification and members and non-members are eligible to enroll in the course throughout the United States.

Goal/Purpose: To offer a 22 hour online Culinology workshop available to members of the Chefs Research Association and those wanting the professional designation through OCC and RCA.

Comments: Reviewed 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 the Research Chefs Association and the Coast Community College District for the purpose of offering a 22 hour online Culinology workshop available to members of the Chefs Research Association and those wanting the professional designation through OCC and RCA. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 7)

Fiscal Impact: Orange Coast College Community Education to receive revenue from this contract through participant registrations.

File Attachments

[Community Ed-Research Chefs Contract.pdf \(90 KB\)](#)

Subject **23.06 CCC - Commander, Navy Region Southwest**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approve Memorandum of 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.

1. Background: To better serve its military population, Coastline currently operates National Test Centers on the following military bases: Dyess Air Force Base, Fallon Naval Air Station, Holloman Air Force Base, Naval Construction Battalion Center Gulfport, Pensacola Naval Air Station and Point Loma Naval Base. The testing centers offer electronically-based College-Level Examination Program (CLEP®) exams, the Defense Activity for Non-Traditional Education Support (DANTES) Subject Standardized Tests (DSST®) for college credit, and Excelsior College® Examinations testing programs. Military members may receive college credit for knowledge they already have through on-the-job-training, independent study, prior course work, professional military education, cultural pursuits or internships. Prior to the establishment of these e-testing centers, tests were paper-based and results could take weeks to return through the mail. Students who take the electronically-based tests will receive their scores immediately. The college receives a standard test administration fee of \$10-20 per test administered. The addition of the delivery of these testing services at Coastline's Career Center, located at the Westminster One-Stop Center, is an opportunity for Coastline to expand its military services to base personnel from Naval Weapons Station Seal Beach and other local installations.

2. Goal/Purpose:

Provide a service to the military community at Naval Weapons Station Seal Beach and other local installations.
Generate revenue for the college.
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 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 MOA 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 MOA and any related documents, indicating approval by the Board of Trustees. (See Naval Weapons Station Seal Beach Agreement # 8)

5. 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.

Administrative File Attachments

[Naval Weapons Station Seal Beach.pdf \(134 KB\)](#)

Subject 23.07 CCC - Southern California Edison
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approve Agreement with Southern California Edison (SCE) for Monetary Incentive.

1. Background: Utility providers in California such as Southern California Edison offer financial incentives to customers who undertake server virtualization projects that result in the removal of old server computing equipment and the reduction of physical servers and thereby reducing energy consumption. Since we are implementing server consolidation by virtualizing our current set of Administrative servers, thus reducing the current number of physical servers, we are eligible for the SCE incentive. SCE has already completed their calculations for energy savings due to the implementation of our project and has determined we are eligible for a \$14,059.20 incentive.

2. Goal/Purpose:

To approve and sign the SCE Server Virtualization Incentive Application.

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 Agreement between Southern California Edison and the Coast Community College District for monetary incentive for reduced consumption of energy, from August 19, 2010 through December 1, 2010. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See SC Edison Agreement # 9)

5. Fiscal Review and Impact: \$14,059.20; incentive paid from SCE to CCC auxiliary fund.

File Attachments

[SC Edison Agreement.pdf \(131 KB\)](#)

Subject **23.08 CCC - Crystal Rose Catering**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approve Vendor Site Agreement between Crystal Rose Catering and Coast Community College District to Establish a Food Kiosk for the Benefit of Students Located at the Coastline Community College Le-Jao Center.

1. Background: Crystal Rose Catering located at 14140 All American Way, Westminster, CA 92683 and Coastline Community College's Le-Jao Center, located at 14120 All American Way, Westminster, CA 92683; desire to establish a food kiosk for the benefit of students at Coastline's Le-Jao Center. Crystal Rose Catering shall have the right, subject to the terms of this Site Agreement, to maintain and operate a food kiosk at the Le-Jao Center. Vendor agrees to sell only items that are determined by the Orange County Environmental Health Agency to be acceptable for sale from a County-approved food kiosk.

2. Goal/Purpose:

To provide a food kiosk for the benefit of students at a designate location at Coastline Community College's Le-Jao 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 Site Agreement with Crystal Rose Catering and the Coast Community College District. The term of this agreement shall commence on August 19, 2010 and shall remain in effect through and including August 19, 2012, at which time it shall expire. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Crystal Rose Catering Attachment # 10)

5. Fiscal Review and Impact: None.

File Attachments

[Crystal Rose Catering.pdf \(335 KB\)](#)

Subject 23.09 CCC - Neo Networking, Inc.
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approve Agreement between Neo Networking, Inc. and Coast Community College District to provide Customer with a Diagnostic, Remedial and Maintenance Services of the Client's Computer Network.

1. Background: Neo Networking Inc., is a complete solutions provider for administering and maintaining Information Technology infrastructures. Neo Networking will provide a Network Operations Center to house the remote monitoring system (hardware and software) provided by Coastline Community College for remote monitoring of critical network and server equipment. Around the clock monitoring and alerting will be provided by our staff of engineers. The Network Operations Center is in a controlled environment with cooling and uninterruptible power supply. The location is also protected by a power generator that will provide power for an additional 24 hours.

2. Goal/Purpose:

To provide diagnostic, remedial and maintenance services of the client's computer network.

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 with Neo Networking Inc., a California corporation with office located at 898 N. Sepulveda Blvd. #325, El Segundo, CA 90245 and the Coast Community College District. Subject to the terms and conditions of this Agreement, Neo Networking will provide diagnostic, remedial and maintenance services of the client's computer network. The term of this Agreement is from August 19, 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 Neo Networking Attachment # 11)

5. Fiscal Review and Impact: Amount \$3,000 per month.

File Attachments

[Neo Networking.pdf \(70 KB\)](#)

Subject **23.10 GWC - Streaming Media P.O.S.T.**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Private
Type Action

Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming of P.O.S.T. Case Law Today Series

1. Background Information: A six-segment monthly videotape of updated information provided by a judge and two deputy Orange County District Attorneys is mailed to the Police Officers Standards and Training Office in Sacramento. The segments are in addition, archived and are video streamed online for law enforcement agencies.

2. Goal/Purpose: Online resource offered through the P.O.S.T. Learning Portal. Streaming Media hosts the archival segments of P.O.S.T.

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 Streaming Media Hosting and the Coast Community College District for video streaming of P.O.S.T. Case Law Today series, 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 Streaming Media - POST Agreement, Attachment # 12)

5. Fiscal Impact: One time annual payment of \$8,555.40 to be paid from NMC Auxiliary funds.

File Attachments

[Streaming Media - POST Agreement.pdf \(2,181 KB\)](#)

Subject **23.11 GWC - Electronic Recyclers of America, LLC**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Private
Type Action

Approve Non-Standard Agreement between Electronic Recyclers of America, LLC and the Coast Community College District for Electronic Recycling Service

1. Background Information: E-waste events will be held periodically throughout the year to provide the community a convenient location to properly dispose of e-waste. The events will be run by volunteers. Golden West's previous e-waste events confirmed need for the service in our community. The produced revenues will positively impact the campus.

2. Goal/Purpose:

Properly dispose of e-waste
Create additional revenue

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 Electronic Recyclers of America, LLC and the Coast Community College District for electronic recycling service, from October 1, 2010 through September 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 ERI Agreement, Attachment # 13)

5. Fiscal Impact: No cost to the college.

File Attachments

[ERI Agreement.pdf \(83 KB\)](#)

Subject **23.12 District - Approval of Agreement, Wilkerson**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approval of Employment Agreement, Interim Vice President Student Services & Economic Development, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Lois Y. Wilkerson, CCC, Interim Vice President Student Services & Economic Development, effective August 19, 2010, through February 28, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication approval by the Board of Trustees. (See Attachment # 14)

Subject **23.13 Enterprise Rent-A-Car**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Authorization to Enter Into a Lease Agreement Between Enterprise Rent-A-Car Company of Los Angeles and the Coast Community College District

supportLists]--> 1. <!--[endif]-->**Background:**

Over the last three years, the District has greatly reduced the amount of fleet vehicles that are utilized District-wide. This 23% reduction has greatly reduced our ongoing transportation maintenance expenses and provided the opportunity for reallocation of existing departmental funds toward the procurement of newer more efficient vehicles. As approved in June 2009, the remaining vehicles will continue to transition into a government vehicle lease program and placed on a five-year replacement cycle. As a result, the fleet will continually be improved, can be adapted to the changing needs of the campus, and vehicle lifecycle will be shortened prior to becoming subject to increased maintenance expenses.

Vehicles are prioritized for replacement by the District Transportation Maintenance department, giving consideration to the vehicle mileage, physical condition, and historic annual maintenance costs. Funding for replacement is encumbered in the District Transportation department budget and will not require reallocation of any funds.

This phase of implementation includes the vehicles listed in the table below.

supportLists]--> 1. <!--[endif]-->**Goal/Purpose:**

Incremental implementation of the government vehicle lease program, pursuant to the Master Equity Lease Terms and Conditions between Coast Community College District and Enterprise Rent-a-Car Company of Los Angeles. Implementation phases are determined based on vehicle replacement need and available funding in the existing Transportation department budget. Eventual full implementation will yield an estimated \$124,000 annual budget savings.

supportLists]--> 2. <!--[endif]-->**Comments:**

The Master Equity Lease Terms and Conditions were reviewed by General Counsel and approved by the Board on June 18, 2009. Six vehicles were included in the government lease program at that time. This item seeks authorization to add eleven vehicles to the existing program.

supportLists]--> 3.

<!--[endif]-->**Recommendation Statement:**

After review by the Assistant Director of District Facilities, it is recommended by the Chancellor that the Board approve the Lease Agreement between Enterprise Rent-a-Car of Los Angeles and the Coast Community College District pursuant to the master terms and conditions previously agreed upon, for the purpose of leasing eleven vehicles, including full maintenance coverage, for a term of five years. These vehicles will replace eleven aged and irreparable vehicles within the District with more fuel-efficient alternatives, while ensuring that the fleet will be continually improved, can be adapted to the changing needs of the campus, and replaced prior to being subject to increased maintenance expenses. The Board President or designee is authorized to sign any related documents indicating approval by the board of trustees.

Fiscal Impact: The total cost of this lease will be the sum of \$ 270,423.60, payable in the annual sum of \$54,084.72, from District General Funds.

Admin Content

Vehicle	Year	Vehicle	Location	Replacement Vel
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C1	1998	Ford Contour	CCC Public Safety	Ford Escape Hybrid SL
D16	1993	Ford E350 Cargo Van	District Information Services	Ford Transit Connect (
G2	1994	Ford Ranger	GWC Maintenance & Operations	Ford Ranger
G23	1990	Ford Ranger	GWC Maintenance & Operations	Ford Ranger
G31	2005	Ford Escape	GWC Public Safety	Ford Escape Hybrid SL
G5	1994	Ford Ranger	GWC Maintenance & Operations	Ford Ranger
G7	1995	Ford Aerostar	GWC Maintenance & Operations	Ford Transit Connect (
O15	1996	Ford E350 Cargo Van	OCC Sailing Center	Ford E150 Cargo Van
O40	1989	Chevy Stakebed	OCC Maintenance & Operations	Ford F-350 Stakebed
O7	1990	Ford E150 Cargo Van	OCC Mailroom	Ford Transit Connect (
O71	1998	Ford F150	OCC Maintenance & Operations	Ford Ranger

Subject ^{23.14} **District - Approval of Agreement, Busenbark**
Meeting Aug 18, 2010 - Regular Meeting
Category 23. Approval of Agreements
Access Public
Type Action

Approval of Employment Agreement, Interim Director of Accessibility Center for Education (ACE), GWC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with JoAnn Busenbark, GWC, Interim Director of Accessibility Center for Education (ACE), effective August 19, 2010, through December 19, 2010. Compensation to be \$6,619.58 per month based on appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication approval by the Board of Trustees. (See Attachment # 19)

24. Buildings and Grounds Approvals

Subject **24.01 District - Change Order ABC Building**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **24. Buildings and Grounds Approvals**
Access **Public**
Type **Action**

Approve Change Order No. 2; 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, it was discovered that the building footings on the west elevation encroached into an existing municipal storm drain easement. This required the formulation of a footing modification in order avoid structural impact and liability implications on the City of Costa Mesa storm drain system. The approved solution will entail trimming (a maximum of 18 inches) and waterproofing the existing concrete footing on two buildings. This solution has been reviewed by a structural engineer, accepted by the City of Costa Mesa, and approved 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. 2 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.

Brian DeVries Construction Inc. – Category C – Concrete

Cost to modify the footing for buildings A and B including waterproofing, rust inhibitor and backfill as required but the City of Costa Mesa and as approved by DSA.

Construction Change Directive #81 \$44,427

Contract Amount: \$3,302,233 (C.O. 2: 1.3% Increase)

Total Change Orders: \$44,427 (1.3% Increase)

Fiscal Impact: \$44,427 (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)

(See Attachment # 15)

Subject **24.02 District - Bid Tabulations NBLC**
Meeting Aug 18, 2010 - Regular Meeting
Category 24. Buildings and Grounds Approvals
Access Public
Type Action

Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase I; Bid No. 1977

1. Background: This bid awards four site preparation packages for the Coastline Community College Newport Beach Learning Center property. The project team decided to phase this project into two phases allowing the demolition, grading, and underground work to begin while awaiting Division of State Architects' approval on the new building construction specifications. It is anticipated that the Phase I work will begin on September 1st.

2. Goal/Purpose: Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

3. Comments: None

4. Recommendation Statement: Notices were published on June 29 and July 6, 2010 in the newspaper as well as in four trade journals requesting bids. Thirty eight bid packages were delivered or picked up by prospective bidders. Twenty three bids were received for four trade categories under this multiple prime project.

The bids were opened on August 3, 2010 for the Coastline Community College Newport Beach Learning Center; Bid No. 1977.

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 A, B, C and D as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

		<u>Base Bid</u>
<u>Category A – Abatement and Demolition</u>		
1.	Castlerock Environmental, Inc. 10040 Painter Avenue, Santa Fe Springs, CA 90670	\$ 265,751
2.	Sun Environmental Engineering Services, Inc. Torrance, CA 90504	\$ 295,885
3.	Doja, Inc., Ontario, CA 91762	\$ 300,000
4.	CST Environmental Acquisition, L.P., Brea, CA 92821	\$ 327,800
5.	AMPCO Contracting, Inc., Anaheim, CA 92805	\$ 348,000
6.	Miller Environmental, Inc., Anaheim, CA 92806	\$ 382,000
7.	Crew, Inc., Rancho Dominguez, CA 90221	\$ 387,184
8.	Cement Cutting, Inc., San Diego, CA 92110	\$ 555,000

Category B – Underground Utilities

1.	Atlas Allied, Inc., Anaheim, CA 92806 (Non-responsive)	\$ 818,000
2.	Continental Plumbing, Inc. 11165 Thurston Lane, Mira Loma, CA 91752	\$ 908,005

3.	GCI Construction, Inc., Costa Mesa, CA 92626	\$ 925,550
4.	Bali Construction, Inc., South El Monte, CA 91733	\$1,064,800
5.	Blois Construction, Inc., Oxnard, CA 93030	\$1,164,013

Category C – Earthwork/Grading

All Bids Rejected – To Be Rebid

1.	Sun Environmental Engineering Services, Inc. Torrance, CA 90504	\$ 95,885
2.	Doja, Inc., Ontario, CA 91762	\$ 152,000
3.	Crew, Inc., Rancho Dominguez, CA 90221	\$ 158,184
4.	Southern California Grading, Inc., Irvine, CA 92606	\$ 2,000
5.	Miller Environmental, Inc., Anaheim, CA 92806	\$ 399,000
6.	Salsbury Engineering, Inc., Anaheim, CA 92801	\$ 417,961

Category D – Underground Electrical

1.	Gilbert & Stearns, Inc., Santa Ana, CA 92701 (Withdrew due to clerical error)	\$ 129,500
2.	Snowden Electric Company, Inc. 6820 Orangethorpe Ave., Suite A, Buena Park, CA 90620	\$ 173,500
3.	Dennison Electric, Inc., Los Alamitos, CA 90720	\$ 179,300
4.	Cupertino Electric, Inc., Santa Fe Springs, CA 90670	\$ 189,000

Fiscal Impact: \$1,347,256

(Measure C – General Obligation Bond Funds)
Master Plan Approved Project
CCC Newport Beach Learning Center

Subject **24.03 District - Cambridge West Partnership, LLC**

Meeting **Aug 18, 2010 - Regular Meeting**

Category **24. Buildings and Grounds Approvals**

Access **Public**

Type **Action**

Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College Building/Facilities Program Implementation for 2010-2011

1. Background: As required by the State Chancellors Office, the District must submit an annual space inventory report and five-year capital construction plan in support of the system-wide capital planning efforts. Furthermore, the District plans to submit two Initial Project Proposals (IPPs) indicating our interest in receiving State financial augmentation for future capital construction projects.

Through extensive experience with many California Community College districts, Cambridge West Partnership has a thorough understanding of the dynamics of school facility construction, explicit familiarity of the State Chancellor's Office reporting requirements, and comprehensive practice with the State's competitive financial assistance process. Their program oversight continues to successfully position Coast District for State facility construction funding.

2. Goal/Purpose: Annual submission of State Reporting/Long Range Planning documents.

3. Comments: None

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

The scope of service is to include the following tasks:

State Reporting/Long Range Planning and Development

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

Total for services is \$67,500.

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

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

Subject **24.04 District - UCMI, Inc.**
Meeting Aug 18, 2010 - Regular Meeting
Category 24. Buildings and Grounds Approvals
Access Public
Type Action

Approve Standard Professional Services Agreement with UCMI, Inc.; Coastline Community College Newport Beach Learning Center

1. Background: In accordance with Title 24 §4333-§4342, school construction projects require a Division of State Architects (DSA) approved project inspector to perform project oversight including the following:

- Inspection of all portions of the construction for compliance with the DSA approved construction documents.
- Identification, documentation, and reporting of deviations in the construction from the approved construction documents.
- Submittal of verified observation reports to DSA for duration of the project.

The Coastline Community College project team received three proposals to perform the required DSA inspection services for this project. In addition to providing the lowest cost proposal, UCMI, Inc. served as the Inspector of Record on the Coastline Le-Jao Center and the campus is pleased to have them on the project team.

2. Goal/Purpose: Ensure compliance with Title 24 construction regulations and the Division of State Architect approved construction documents.

3. Comments: UCMI has worked for Coast District on several of our new construction projects and have a long-standing relationship in successful school projects.

4. Recommendation Statement: After review by the Coastline Community College Vice President of Administrative Services and the Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given to employ UCMI, Inc. for DSA Inspection 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. DSA Inspection Services (18 Months) | \$228,800 |
|--|-----------|

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

Fiscal Impact: \$228,800 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
CCC Newport Beach Learning Center

Subject **24.05 District - Steinberg Architects**
Meeting Aug 18, 2010 - Regular Meeting
Category 24. Buildings and Grounds Approvals
Access Public
Type Action

Approve Addendum No. 3 to Steinberg Architects; Golden West College Learning Resource Center

1. Background: The current Division of State Architects (DSA) approved plans for the GWC Learning Resource Center project specify the installation of Americans' with Disabilities Act (ADA) accessible parking stalls and access paths on the southwest side of the new building. Installation of this site work, as currently designed, will place the ADA parking stalls inside the boundary of the weekend swap meet vendor area and will disrupt the traffic to and availability of this revenue-generating space.

After further review, a redistribution of parking stalls to the northwest and south parking area will satisfy the ADA accessibility requirement while not disrupting the swap meet operation. However, this requires a redesign of the parking layout, accessible path of travel, roadway striping, and signage.

2. Goal/Purpose: Redistribution of accessible parking locations in accordance with ADA requirements to accommodate the new LRC building.

3. Comments: None

4. Recommendation Statement: After review by the Vice President of Administrative Services and the Director of Facilities, Planning and Construction, it is recommended by the Chancellor that authorization be given to accept Addendum No. 3 for additional architectural services for the Golden West College Learning Resource Center.

The scope of services is to include the following:

a.	Architectural Fee	\$10,560
b.	Civil Engineering Fee	\$ 8,140
c.	Additional Reimbursable Expenses	\$ 1,870

The total fee for above services is \$20,570

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

Fiscal Impact:\$20,570 (General Obligation Bond Fund)
 Master Plan Approved Project
 Golden West College Learning Resource Center

25. General Items of Business

Subject	25.01 District - Vision, Mission and Goals
Meeting	Aug 18, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

Receive and File Report to the Board of Trustees on Coast Community College District Vision, Mission and Goals, and Approve Coast Community College District, Vision, Mission and Goals, and District Logo Format
(See attachment # 16)

Subject	25.02 OCC - Study Abroad Program
Meeting	Aug 18, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

Authorization to Conduct a Short-Term Study Abroad Program in London, England, Summer 2011.

Authorization to conduct a short-term study abroad program in London, England, June 4 - July 1, 2011. This program is a standard travel contractor agreement. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Program Abroad).

Erin Bianchi, part time instructor and Susan Coleman, part-time instructor, OCC, to serve as faculty. Two Fashion classes will be taught. No cost to the District. The cost for the course will be built into the program fees. The course will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

Subject **25.03 District - Approval of Material Fees**

Meeting **Aug 18, 2010 - Regular Meeting**

Category **25. General Items of Business**

Access **Public**

Type **Action**

Instructional Material Fees

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the attached material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum.

File Attachments

[Material Fees.pdf \(29 KB\)](#)

Instructional Material Fees

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommend the following material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum.

Coastline College

Effective Spring 2010

Deletions:	FROM	TO
ESL C022 – ESL: Sentence Structure 2	\$4.00	\$0.00
ESL C026 – ESL: Conversation and Listening 2	\$4.00	\$0.00
ESL C412 – ESL: Sentence Structure 1	\$4.00	\$0.00
ESL C414 – ESL: Reading and Writing 1	\$4.00	\$0.00

Effective Fall 2010

Deletions:	FROM	TO
Business Computing C202 – ColdFusion	\$20.00	\$0.00
ESL C032 – Sentence Structure 3	\$4.00	\$0.00
ESL C034 – Reading and Writing 3	\$4.00	\$0.00
ESL C044 – Reading and Writing 4	\$4.00	\$0.00

Golden West College

Effective Spring 2010

Revisions (Decrease):	FROM	TO
Criminal Justice G064 – Police Academy Regular Basic Course	\$475.00	\$110.00

Effective Fall 2010

Revisions (Decrease):	FROM	TO
Math G005 – Basic Mathematics	\$3.50	\$3.00
Math G008 – Prealgebra	\$3.50	\$3.00
Math G010 – Elementary Algebra	\$3.50	\$3.00
Math G030 – Intermediate Algebra	\$3.50	\$3.00
Nursing G100 – Nursing Process 1	\$220.00	\$219.00

Revisions (Increase):	FROM	TO
Biology G100 – Intro to Biology	\$4.50	\$5.00
Biology G100H – Intro to Biology, Honors	\$4.50	\$5.00
Biology G210 – General Microbiology	\$11.00	\$13.00
CBA G119 – Administrative Business Procedures	\$2.00	\$4.00

CBA G120 – QuickBooks Pro	\$2.00	\$4.00
CBA G195 – Acrobat, Introduction	\$2.00	\$4.00
Criminal Justice G070 – Sergeant Supervisory	\$52.00	\$61.00
Criminal Justice G092 – SWAT Basic Course	\$63.00	\$68.00
Nursing G150 – Nursing Process II	\$259.00	\$310.00
Nursing G190 – Transition to Registered Nursing	\$259.00	\$310.00
Nursing G200 – Nursing Process III	\$201.00	\$205.00
Nursing G250 – Nursing Process IV	\$205.50	\$261.00

Orange Coast College

Effective Fall 2010

Deletions:	FROM	TO
Art A141 – Sculpture 1	\$29.00	\$0.00
Art A241 – Sculpture 2	\$15.00	\$0.00
Fashion A110 – Applied Textiles and Design	\$34.00	\$0.00

Revisions (Increase):	FROM	TO
Digital Media Arts & Design A182 – Graphic Design	\$10.00	\$23.00
Digital Media Arts & Design A190 – Illustration & Comp Graphics w/Adobe Illus.	\$21.00	\$30.00

New Course with Fee:

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

Subject	25.04 District - Approval of the District's Cooperative Work Experience Education Plan
Meeting	Aug 18, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

After review by the Interim Vice Chancellor, Educational Services and the District-Wide Career Technical Education Steering Committee, it is recommended by the Chancellor that the Board approves the Cooperative Work Experience Education Plan for submission to the State Chancellor's Office.

Background:

Due to recent updates to Title 5 Regulations which govern Cooperative Work Experience Education, the district is required to submit an updated Cooperative Work Experience Education Local Program Plan to the Chancellor's Office, California Community Colleges for approval by August 31, 2010.

The plan has been reviewed and approved by the District-Wide Career Technical Education Steering Committee. (See Attachment # 17)

File Attachments

[Coast District Cooperative Work Experience Education Plan August 2010.pdf \(203 KB\)](#)

Subject	25.05 District - Citizens' Oversight Committee
Meeting	Aug 18, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

Re-Appointments and New Appointments to Citizens' Oversight Committee to Fill Vacant Positions

At the Board of Trustees' meeting on February 19, 2003, the Board approved the initial members of the Citizens' Oversight Committee by the Adoption of a Resolution of the Board of Trustees of the Coast Community College District establishing a Citizens' Bond Oversight Committee, Approving Form of Bylaws Therefore and Appointing Members Thereto, under Section 5.

Based on the bylaws, the following committee members shall be re-appointed to serve in the following positions: (1) Student Representative.

It is recommended by the Chancellor that the following re-appointment be approved to serve on the Citizens' Oversight Committee:

1. David Salai, Student Representative, ending March 2011.

Further, it is recommended by the Chancellor that the following new members be appointed to serve in the following positions: (1) Taxpayer Representative, (2) Senior Citizen Organization Representative, and (3) Business Organization Representative:

1. Blake Rose, Taxpayer Representative, to fulfill a two-year term of service, replacing Keith Parker, ending September 2012.
2. Evelyn Hart, Senior Citizen Representative, to fulfill a two-year term of service, replacing Edward Romeo, ending September 2012.
3. Frances Nguyen, Business Organization Representative, to fulfill a two-year term of service, replacing Sharon Sunda, ending September 2012.

Fiscal impact: None to the District.

Subject 25.06 District - Salary Schedules

Meeting Aug 18, 2010 - Regular Meeting

Category 25. General Items of Business

Access Public

Type Action

Authorization to Approve Salary Schedules for 2010-2011

After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the Board of Trustees approve a 0.75% increase, per the CFE Collective Bargaining Agreement, to the following 2010-2011 employee salary schedules to become effective Fall 2010. (This salary increase represents a formula of COLA percentage rounded to the nearest 0.5% plus ½ of the growth percentage plus 0.75%. Fiscal Year 2010-2011 formula represents COLA at negative -0.38% rounded to 0% plus 0% growth plus 0.75% additional District funds totaling 0.75%).

<u>Schedule</u>	<u>Employee Group</u>
AA	Faculty (CFE/AFT)
QQ	Counselors (CFE/AFT)

Additionally, it is further recommended by the Chancellor that the Board of Trustees approve a 0% increase to the following 2010-11 employee salary schedule to become effective July 1, 2010.

<u>Schedule</u>	<u>Employee Group</u>
BB	Part-time Faculty (CCA)
UU	Part-time Faculty (CFE/AFT)

It is further recommended by the Chancellor that the Board of Trustees approve a 0% increase to the following 2010-11 employee salary schedules to become effective July 1, 2010.

<u>Schedule</u>	<u>Employee Group</u>
DD	Educational Manager
EE	Classified Staff
GG	Classified Manager

JJ	Confidential
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Fiscal Impact: \$321,440.00

Subject	25.07 District - Approval of Contractors
Meeting	Aug 18, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

Approval of Contractors for FY 2010-2011 Pursuant to District's 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.

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

Water Visions Inc. dba PSi
7200 Garden Grove Blvd
Westminster CA 92683

Subsurface Designs Inc.
12872 Foothill Blvd
Sylmar CA 91342

Interior Office Solutions
17800 Mitchell North
Irvine CA 92614

K.K. Termite Inc.
39 Rosy Finch Lane
Aliso Viejo Ca 92656

Subject	25.08 District - Five-Year Construction Plan
Meeting	Aug 18, 2010 - Regular Meeting
Category	25. General Items of Business
Access	Public
Type	Action

Authorization for Approval and Submission of the 2012–2016 Five-Year Construction Plan; Orange Coast College, Golden West College, Coastline College, and the District

The Five-Year Construction Plan (FYCP) is an annual document required by the State Chancellor's Office. Included in the FYCP are projects that the District expects to pursue, both currently and over the State's budget window for funding assistance – a period that begins in 2012 and ends in 2016.

The purpose of the FYCP is twofold: 1) To provide the State with insight as to District's existing use of facilities as compared to student demand and, 2) to determine the worthiness of the District for funding support for its capital construction program.

District staff, as well as the staff from each of the three Colleges, has been working throughout the year with Cambridge West Partnership to manage those elements that determine funding support. The FYCP is a culmination and reflection of this process. The goal is to formulate a FYCP that will continue the District's success in attracting revenues for its capital projects. The District's program for attracting state funds has been one of the most successful programs in the State.

This year's proposed FYCP includes 14 projects. Each project in the FYCP has been reviewed and modified over the past several months with the objective of placing the District in the most favorable light possible. Specific to this year's FYCP, and as a direct funding request to the State, are two new Final Project Proposals:

- Golden West College, Language Arts Complex: This is a \$30,873,632 project that will request State funding of 60%
- Orange Coast College, Business, Math & Computing Center: This is a \$35,932,079 project that will request State funding of 70%

As reviewed by the Director of Facilities and Planning and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given for approval and submittal of the Coast Community College District's 2012-2016 Five-Year Construction Plan to the California Community Colleges State Chancellor's Office.

Approval by the Board is being requested so that all related documents can be formally registered with the Office of State Chancellor. It is further recommended that the Chancellor of the District be authorized to sign these documents.

Fiscal Impact: No Impact

Master Plan: This is in accordance with the District's Master Plan

Subject **25.09 District - Legislative Task Force**
Meeting Aug 18, 2010 - Regular Meeting
Category 25. General Items of Business
Access Public
Type Action

Consideration of Appointment to the Orange County Legislative Task Force for 2010-2011

1. **Background:** Members of the Orange County Legislative Task Force routinely meet with elected representatives to advocate for the Task Force's agenda of issues on which it has consensus. The community representative serves as a liaison between the Task Force and constituents within the community. These may include, but are not limited to; community and campus volunteer groups, local Chamber of Commerce offices, community business leaders and private citizens. Each district appoints a community representative to the Task Force each academic year.
2. **Goal/Purpose:** To appoint Mr. Ed. Fawcett as the Community Representative to the Orange County Legislative Task Force for 2010-2011.
3. **Comments:** None
4. **Recommendation Statement:** It is recommended that the Board of Trustees appoint the following individual to the Orange County Legislative Task Force for FY 2010-11: Mr. Ed Fawcett.
5. **Fiscal Review and Impact:** None

26. Resolutions

Subject **26.01 Orange Coast College**
Meeting Aug 18, 2010 - Regular Meeting
Category 26. Resolutions
Access Public
Type

Coast Community College District Board of Trustees Resolution # 10-14, Adoption of Resolution To Enter Into An Agreement with the California State and Consumer Services Agency for Surplus Property for Orange Coast College

WHEREAS, the Board of Trustees of the Coast Community College District has read the proposed agreement entitled Eligibility Renewal Application State & Federal Surplus Property Program for Fiscal Year 2010-2011, 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 institution.

Subject **26.02 District**
Meeting Aug 18, 2010 - Regular Meeting
Category 26. Resolutions
Access Public
Type Action

- a. Coast Community College District Board of Trustees Resolution # 10-15, Approval of Resolution to Participate in the State Capitol Outlay Program Budget Year 2012-2013**
- b. Coast Community College District Board of Trustees Resolution # 10-16, Approval of Resolution to Participate in the State Capitol Outlay Program Budget Year 2012-2013**
- c. Coast Community College District Board of Trustees Resolution # 10-17, Approval of Resolution to Participate in the State Capitol Outlay Program Budget Year 2012-2013**

(See Attachment # 18)

File Attachments

[All 3 Resolutions.pdf \(61 KB\)](#)

27. Approval of Minutes

Subject	27.01 Approval of Minutes
Meeting	Aug 18, 2010 - Regular Meeting
Category	27. Approval of Minutes
Access	Public
Type	Action

Approval of Minutes for the July 21, 2010 and August 4, 2010 Board Meetings

After review by the Secretary of the Board, it is recommended by the Board Clerk that the Minutes of the July 21, 2010 and August 4, 2010 Board meetings be approved.

File Attachments

[Min 07-21-10 Regular Meeting.doc \(440 KB\)](#)

[Min 8-4-10 Regular Meeting.pdf \(844 KB\)](#)

28. Policy Implementation

Subject **28.01 Policy Implementation**
Meeting **Aug 18, 2010 - Regular Meeting**
Category **28. Policy Implementation**
Access **Public**
Type **Action**

Adoption of Amended Nepotism Policy, #050-1-1.9, Recommended by Hiring Policy Task Force

1. Background Information

The Board of Trustees had the opportunity to review the proposed Nepotism Policy at the Regular Meeting of July 21, 2010. The recommendations being presented represent the combined effort of the Hiring Task Force with input from constituent groups throughout each stage of the process. New language is indicated in underlined text and recommendations for deleted language are shown with strikethroughs. Based on feedback from the Board of Trustees during the July 21 meeting, General Counsel recommended a modification to the revised policy which has been accepted by the task force and is indicated in bold. The revised Nepotism Policy is now presented for second reading and adoption by the Board of Trustees.

2. Goal/Purpose

At the request of the Board of Trustees and in complying with the Board Directives Log, the Nepotism Policy has been reviewed, and amended by the Hiring Policy Task Force.

3. Comments

None.

4. Recommendation Statement

After review by the Hiring Policy Task Force, Vice Chancellor of Human Resources, and the District General Counsel, it is recommended by the Chancellor that the Board adopt the amended Nepotism Policy, #050-1-1.9.

5. Fiscal Review & Impact

None.

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 where there is~~ 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:

- spouses
- 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.

File Attachments

[Nepotism Policy 050-1-1 9 - to 8-18-10 Board.pdf \(52 KB\)](#)

29. Public Comment (Items Not on Agenda)

Subject	29.01 Public Comment (Items Not on Agenda)
Meeting	Aug 18, 2010 - Regular Meeting
Category	29. Public Comment (Items Not on Agenda)
Access	Public
Type	Action

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

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

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

30. Adjournment

Subject	30.01 Adjournment
Meeting	Aug 18, 2010 - Regular Meeting
Category	30. Adjournment
Access	Public
Type	Action

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

6:30 p.m. Regular Meeting – Closed Session Following

July 21, 2010

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on July 21, 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 5:03 p.m.

1.02 Roll Call

Trustees Present: Jerry Patterson, Mary Hornbuckle, Walter Howald, Jim Moreno,
Lorraine Prinsky and Student Trustee 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 5:04 p.m. to discuss the following items:

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

1. Faculty Special Assignments
2. Substitute Faculty
3. 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
7. 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
 - h. Div/Area Office Coordinator
 - i. Child Care Center Coordinator
 - j. Mechanic, Lead
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

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

The meeting was reconvened to Open Session at 6:30 p.m.

1.06 Pledge of Allegiance – Trustee Lorraine Prinsky

Trustee Lorraine Prinsky led the Pledge of Allegiance to the United States.

1.07 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Ms. Hornbuckle and seconded by Mr. Howald, the Board voted unanimously to approve all personnel items in Agenda Item 1.04.01 Public Employment with the understanding that employment contracts for Joycelyn Groot and Lois Wilkerson would be returned to the Board on August 4, 2010. Additionally, that the language in Employment Section at the top of page 7 "extend end date" is revised to state "new contract term". These

revisions will be made to the Personnel Section and will be available for public review in the Board of Trustees Office.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky and Ms. Hornbuckle.
No: None
Absent: None

Dr. Teeter further reported that on a motion by Mr. Howald and seconded by Dr. Prinsky the Board voted unanimously to defend the district in the existing litigation as listed in Agenda Item 1.04.02 Coast Community College Association vs. Coast Community College District, PERB Case #LA-CE-54-36-E.

Motion carried with the following vote:

Aye: 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 Presentations, Ceremonial Resolutions and Public Hearings

1.09.01 Resolutions to Honor and Accept 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:

Classified

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

Confidential

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

Classified Management

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

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

A presentation was made by Gilbert Vasquez, Margaret McBride and Cristy Canieda of Vasquez and Company, recommended candidate for District External Auditor.

Mr. Patterson requested that Item 4.09.04 be advanced for action by the Board:
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

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that Vasquez and Company be selected as the District's External Auditor, effective January 1, 2011 through December 31, 2011, with the option to extend the Agreement for an additional two years. District General Counsel was directed to draft the Agreement for Board consideration on August 18, 2010.

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

Dr. Ding-Jo H. Currie, 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. Loretta Adrian, Coastline Community College
Dr. Dennis Harkins, Orange Coast College
Wes Bryan, 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
Sarah Khatib, Orange Coast College

2.01.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents or designee provided reports to the Board:

Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President
Nancy Jones, Coastline Community College (CCC) Academic Senate President

2.01.05 Reports from Employee Representative Groups

Reports were provided by the following Employee Representative Groups:

Barbara Price, President, Coast Community College Association/California Teachers Association-National Education Association (CCCA/CTA-NEA)

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 updates on the Audit and Budget Committees. Trustee Patterson provided an update on the Personnel Committee. Trustee Hornbuckle provided a report on the Accreditation Committee, and Trustee Howald provided reports on the Career Technical Education and Land Development Committees. Trustee Prinsky provided updates on the Orange County Legislative Task Force, and the Search Committee for Vice Chancellor of Educational Services and Technology.

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 2010/2011 as presented in the July 21, 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 Opportunity for the Board to Review the Board Directives Log

The Board reviewed and discussed the items on the Board Log.

Dr. Currie requested that the due date for Item #10 regarding Diversity in the District be changed to give her an opportunity to work with Vice Chancellor of Human Resources Deb Hirsh.

Item 2.02.03.01 Common Course Numbering Presentation by the Interim Vice Chancellor of Educational Services in Compliance with Board Directives Log Item #6 was advanced on the agenda. Dr. Currie gave a brief update and Mr. Breihan provided the Board with a presentation and report.

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

The first reading of recommendations for modifications to the Nepotism policy was presented by the Hiring Policy Task Force.

The Board approved first reading of the policy. It was moved by Mr. Fuller and seconded by Dr. Prinsky that this item be continued to the Action section of the August 18, 2010 Board Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

The first reading of Instructional Materials Fees was approved by the Board. It was moved by Mr. Moreno and seconded by Dr. Prinsky that this item be continued to the Action section of the August 18, 2010 Board Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

2.02.06 Awards and Accolades 2009-2010

The Board reviewed the district-wide awards and accolades for 2009-2010.

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

The Board reviewed the proposed revisions to Policy 030-9-1, "Student Role in Governance". Following discussion a motion was made by Mr. Moreno and seconded by Mr. Fuller that this item be circulated to the students and continued to the September 1, 2010 Board Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

After discussion by the Board it was moved by Dr. Prinsky and seconded by Mr. Moreno to approve the policy amendment and place this on the Action pages for final consideration at the August 4, 2010 Board Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno and Dr. Prinsky
No:	Ms. Hornbuckle and Mr. Howald
Absent:	None

2.03 Review of Buildings and Grounds Reports

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the July 21, 2010 Agenda.

2.04 Review of Quarterly Internal Audit Report

Richard Kudlik, Director, Internal Audit provided a review of the Internal Audit Report to the Board.

3.00 Consent Calendar

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Consent Calendar with the following changes.

Trustee Hornbuckle requested that **Item 3.03.12 01 Recommendation for Approval of Proposed District Standard Architectural Services Agreement** be pulled. After discussion, it was agreed that changes would be made to this item and it would be brought back before the Board at the August 18, 2010 meeting.

Trustee Patterson requested that **Item 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** be pulled.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

After additional discussion, it was moved by Mr. Howald and seconded by Mr. Fuller that Item 3.03.20.02 be approved.

Motion carried with the following vote:

Aye:	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 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

It was moved by Mr. Moreno and seconded by Dr. Prinsky to approve the 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. The Board President,

or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: Gross Income of \$4,953.60

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 City of Irvine and the Coast Community College District in providing the Orange County One-Stop Center a Community Partnership Grant

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between The City of Irvine and the Coast Community College District in providing the Orange County One-Stop Center a Community Partnership Grant. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: Gross Income of \$750

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 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

It was moved by Mr. Howald and seconded by Dr. Prinsky to 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 Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal 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.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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 Service members

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the 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 Service members. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: Initial cost to implement not to exceed \$10,000; cost to deliver services are supplemented through enrollment income.

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 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

It was moved by Mr. Moreno and seconded by Dr. Prinsky 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. 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. The College passes the collected student health fees directly through to the provider, less a \$10,000 annual administrative fee.

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 Foundation for California Community Colleges and the Coast Community College District for Operation of BAR Smog Referee and Student Technician Training Program

It was moved by Dr. Prinsky and seconded by Mr. Fuller to approve the Amendment to Non-Standard Agreement between The Foundation for California Community Colleges and the Coast Community College District for operation of BAR Smog Referee and Student Technician Training Program. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: \$1,000 per month to be paid by Foundation for California Colleges to Auto Referee funds.

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 Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be Posted Online

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle that this item be continued to the August 4, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Moreno and seconded by Mr. Fuller to approve the Non-Standard Agreement between Commission on Peace Officers and Standards Training (POST) and the Coast Community College District for Legal Update Training. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: Income of \$260,000 to New Media auxiliary funds.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.02.04 Approve Non-Standard Agreement between Respondus, Inc. and the Coast Community College District for Online Testing

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the Non-Standard Agreement between Respondus, Inc. and the Coast Community College District for Online Testing. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: \$2,545 to be paid from Online Electronic Resources funds.

Motion carried with the following vote:

Aye: 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 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

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle to approve the 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. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: No direct fiscal impact to OCC or the district. This Agreement will result in significant savings on diagnostic imaging services to individual OCC students.

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 Approve Assured Maintenance Agreement for District Site Computer Room Air Conditioning (CRAC) Units between Mustang Mechanical Contracting and Coast Community College District

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the Assured Maintenance Agreement for District Site Computer Room Air Conditioning (CRAC) Units between Mustang Mechanical Contracting and Coast Community College District. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: \$8,220 from general funds.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.04.02 Approval of Agreement between the Coast Community College District and the Law Firm of Liebert Cassidy Whitmore

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the 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 Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal Impact: \$2,500.00 for the 2010-2011 fiscal year.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to 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 July 1, 2010 to 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: \$15,400.00, payable in quarterly installments of \$3,850.00

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

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

It was moved by Mr. Fuller and seconded by Dr. Prinsky to 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. The Board President, or designee, is authorized to sign the Agreement and any related documents indicating approval by the Board of Trustees.

Fiscal 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.

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 Approve Change Order No. 1; Orange Coast College ABC Building Site Preparation; Bid No. 1961

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to approve the change order for the following to complete the project: Additional expenses for (1) modifications to the site storm drainage system as required by the Division of State Architects (DSA). The Board President, or designee, is authorized to sign the Change Order indicating approval by the Board of Trustees.

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)

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 Approve Change Order No. 1; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that Change Order No. 1 to Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965 be approved to complete the project. The Board President, or designee, is authorized to sign the Change Order and any related documents indicating approval by the Board of Trustees.

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)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that a contract be awarded to the lowest qualified base bid as shown below. Lot #1 to Fitzpatrick Dental, Inc and Lot #2 to Henry Schien Dental. The Board President, or designee, is authorized to sign the Contract documents indicating approval by the Board of Trustees.

Lot # 1 – Dental Lab Room 203 – Instructional Dental Operatories Lab Bid Amount

- | | |
|---|---------------------|
| 1. Fitzpatrick Dental Inc. | \$186,498.78 |
| 5435 Atlantis Court Moorpark. Ca 93021 | |
| 2. Henry Schien Dental Orange, CA 92865 | \$203,843.81 |
| 3. Kodak Dental Systems Irvine, CA 92612 | No Bid |
| 4. Carestream Health Rochester, NY 14608 | No Bid |

Lot #2 – Dental Lab Room 203 – Instructional Dental Radiology Lab Bid Amount

- | | |
|---|--------------------|
| 1. Henry Schein Dental | \$58,835.92 |
| 307 W Taft Suite N Orange, CA 92865 | |
| 2. Fitzpatrick Dental Inc. Moorpark. Ca 93021 | \$78,518.71 |
| 3. Kodak Dental Systems Irvine, CA 92612 | No Bid |
| 4. 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)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
 No: None
 Absent: None

4.05.04 Bid Tabulations and Award of Contract: Orange Coast College Full Body Diagnostic Labs Rooms 103B & C (ABC Building); Bid No.1981

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that a contract be awarded to Bid 1981, Lot #3, to Fujifilm Medical Systems USA, Inc. and that the Board President, or designee, is authorized to sign the contract documents.

Lot #1 Rm. 103-B CR Not Awarded

Lot #2 Rm. 103-C DR Not Awarded

Lot #3 Rms. 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)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
 No: None
 Absent: None

4.05.05 Bid Tabulations and Award of Contract: Orange Coast College Student Center Kitchen Rebid; Bid No. 1982

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle 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, is authorized to sign the contract documents.

Base Bid
Category M – Kitchen Equipment

1. Kamran and Company, Inc. 411 E. Montecito Street, Santa Barbara, CA 93101	\$706,000.00
2. San Diego Restaurant Supply, San Diego, CA 92101	\$709,437.20
3. Kitcor Corporation, Sun Valley, CA 91352	\$724,717.00
4. F.S.E., Inc., San Diego, CA 92101	\$726,750.00

Category R – Millwork/Finish Carpentry

- | | | |
|----|--|---------------------|
| 1. | Day Star Industries, Inc. | \$ 76,203.84 |
| | 13607 Pumice Street, Santa Fe Springs, CA 90670 | |
| 2. | MAJ International, Inc., Upland, CA 91786 | \$ 95,000.00 |
| 3. | Lozano Caseworks, Inc., Colton, CA 92324 | \$152,000.00 |

Fiscal Impact: \$782,203.84 (Measure C – General Obligation Bond Fund & ASOCC Funds)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.05.06 Bid Tabulations and Award of Contract: Orange Coast College Horticulture Storage Electrical Project; Bid No. 1983

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller 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, is authorized to sign the contract documents.

	<u>Base Bid</u>
1. Native Electrical Construction, Inc.	\$47,353
P.O. Box 3010, Ramona, CA 92065	
2. Creative Home dba Chi Construction, Anaheim, CA 92805	\$49,320
3. RMF Contracting, Inc. dba	
R & M Electrical Contracting, Lake Forest, CA 92630	\$55,900
4. Advanced Energy Design, Inc., Orange, CA 92868	\$65,000
5. Bergelectric Corporation, Costa Mesa, CA 92626	\$71,700
6. Stuart Klein dba 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)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.05.07 Approve Standard Professional Services Agreement with Michael Brandman Associates; Coastline Community College Newport Beach Learning Center

It was moved by Ms. Hornbuckle and seconded by Mr. Howald 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 District's Standard Professional Services Agreement, and that the Board President or designee, is authorized to sign the contract documents.

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 |

Fiscal Impact: \$21,480 (General Obligation Bond Funds/Measure C)
Master Plan Approved Project
CCC Newport Beach Learning Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.05.08 Authorization for Additional Services to Psomas; Orange Coast College Sewage Lift Station Analysis

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller authorization be given to accept Addendum No. 1 for additional engineering services for the Orange Coast College Sewage Lift Station Analysis, and that the Board President, or designee, is authorized to sign the agreement..

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

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)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.05.09 Authorization for Addendum No. 1 to RBF Consulting; Orange Coast College Maritime Academy Pedestrian Bridge

It was moved by Mr. Howald and seconded by Ms. Hornbuckle that authorization be given to accept Addendum No. 1 for additional services for the Orange Coast College Maritime Academy Pedestrian Bridge, and that the Board President, or designee, is authorized to sign the agreement.

The scope of services is to include the following:

- a. Geotechnical services \$8,625

Fiscal Impact: \$8,625 (Orange Coast College Foundation Funds)
Master Plan Approved Project
OCC Maritime Academy

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.05.10 Approve Amendment to Lease Agreement with Mobile Modular Management; Coastline Community College Early College High School

It was moved by Mr. Fuller and seconded by Dr. Prinsky that authorization be given to 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. The President of the Board of Trustees, or designee, is 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

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None

Absent: None

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

It was moved by Dr. Prinsky and seconded by Mr. Fuller that authorization be given for 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

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller that authorization be given to authorize the purchase of 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)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

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

It was moved by Mr. Fuller and seconded by Mr. Howald that authorization be given to 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.

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

4.07 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.

It was moved by Mr. Fuller and seconded by Ms. Hornbuckle approve the change in Contracting Agent and signatories for Union Bank accounts, designating Kimberly Allen, the Administrative Director, Fiscal Affairs, as the new Contracting Agent.

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, Interim Vice President of Student Services at Golden West College

It was moved by Ms. Hornbuckle and seconded by Mr. Fuller to approve the 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.

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 Authorization to Appoint Deborah Hirsh, Vice Chancellor of Human Resources as the Responsible District Officer for Title 5 Discrimination and Harassment Complaints

It was moved by Dr. Prinsky and seconded by Mr. Howald that Deborah Hirsh, Vice Chancellor of Human Resources, be designated to serve as the Responsible District Officer, in accordance with Title 5 to receive complaints of discrimination and harassment.

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

4.09.05 Approval of District Vision, Mission and Goals

It was moved by Mr. Moreno and seconded by Mr. Howald to continue the District Vision, Mission and Goals to the August 4, 2010 Agenda and at that time receive a report.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.09.06 Approval of Employment Agreement, Vice President of Student Services at Orange Coast College

It was moved by Mr. Fuller and seconded by Mr. Howald to 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.

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

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)

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to adopt Resolution #10-11 to enter into an 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), authorizing Ding-Jo H. Currie, Ph.D., Chancellor; Kim Allen, Administrative Director of Fiscal Affairs; or Chandula M. Brahmhatt, Vice Chancellor of Administrative Services, of the Coast Community College District on behalf of the organization to sign and execute the agreement and all amendments thereto, except to increase the financial liability of said organization.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle

No: None
Absent: None

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)

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to adopt Resolution #10-12 to enter into an agreement with the California Department of Education, Child Development Division for the Harry and Grace Steele Children's Center California State Preschool Program Grant (CSPP-0345), authorizing 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 the agreement and all amendments thereto, except to increase the financial liability of said organization.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

4.10.03 Adoption of Resolution Establishing Appropriation Limit, Gann Initiative for 2010-2011

It was moved by Mr. Howald and seconded by Ms. Hornbuckle to adopt the Resolution establishing Appropriation Limit, Gann Initiative for 2010-2011.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

**4.11 Approval of Minutes
Regular Meeting of: June 16, 2010
Special Meeting of: June 23, 2010**

It was moved by Mr. Fuller and seconded by Mr. Howald to approve the minutes of the Regular Meeting of June 16, 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

It was moved by Mr. Howald and seconded by Mr. Patterson to approve the minutes of the Special Meeting of June 23, 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald and Ms. Hornbuckle
No: None
Absent: None
Abstain: Dr. Prinsky

4.12 Policy Implementation

4.12.01 Adoption of Revised Policy 040-11-1, Conflict of Interest Code

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to adopt the revised Policy 040-11-1, Conflict of Interest Code.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No: None
Absent: None

5.00 Public Comment (Items not on 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 Ms. Hornbuckle 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 11.58 p.m.

Secretary of the Board of Trustees

APPENDIX A

1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGE

PART TIME COUNSELING-CREDITS FOR COLLEGE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Kobata, Sarah	07/01/10	08/29/10	UNT	\$69.66
	08/30/10	06/30/11	UNT	\$73.94

Justification: Late submission from campus Personnel office

FULL TIME OVERLOAD COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Nguyen, Ailene	07/01/10	08/29/10	OVR	\$87.25
Nguyen, Christina	07/01/10	08/29/10	OVR	\$82.90
Winterbourne, Susan	07/01/10	08/29/10	OVR	\$93.85

Justification: Department unable to submit assignments until budget confirmed

PART TIME COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chen, Donna	07/01/10	12/31/10	UNT	\$73.94
Do, Anh	07/01/10	12/31/10	UNT	\$73.94
Estrada, Maria	07/01/10	12/31/10	UNT	\$69.66
Hernandez, Marcela	07/01/10	12/31/10	UNT	\$69.66
Kobata, Sarah	07/01/10	12/31/10	UNT	\$73.94
Leung, Hei-Yi	07/01/10	12/31/10	UNT	\$69.66
McClure, Helen	07/01/10	12/31/10	UNT	\$73.94
Mims, Brian	07/01/10	12/31/10	UNT	\$69.66
Nguyen, Lien	07/01/10	12/31/10	UNT	\$65.55
Powell, Rita	07/01/10	12/31/10	UNT	\$73.94
Yaron, Sharon	07/01/10	12/31/10	UNT	\$73.94

Justification: Department unable to submit assignments until budget confirmed

SPECIAL ASSIGNMENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Area, Sheryl	07/22/10	07/30/10	PDM	\$44.36

Electronic load sheet preparation and training for Coastline staff.

Kobata, Sarah	07/10/10	06/30/11	PDH	\$29.46
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Serving as coordinator in the Credits for College program during 2010/2011 academic year.

Lockwood, Frederick	06/17/10	06/30/10	PDM	\$43.23
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Reviewed Business Industry Collaborative (BIC) deliverables for completeness, compared Request for Application goals and objectives to final report, and compiled and submitted mini-grant.

ABI (ACQUIRED BRAIN INJURY) STAFF MEETING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Crowley, Erin	07/22/10	08/30/10	PDH	\$29.46

Fitzgeorge, Brenda	07/22/10	08/30/10	PDH	\$29.46
Menchaca, Jessica	07/22/10	08/30/10	PDH	\$29.46
Pasino, James	07/22/10	08/30/10	PDH	\$29.46
Shepard, Sue	07/22/10	08/30/10	PDH	\$29.46

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Feldon, Fred	08/30/10	12/19/10	IUM	\$908.40
Leighton, Kenneth	08/30/10	12/19/10	IUM	\$340.65
Warner, Michael	08/30/10	12/19/10	IUM	\$908.40

BASIC SKILLS WORKSHOPS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Giancarlo, Jennifer	07/22/10	12/19/10	PDH	\$29.46
Igoudin, Alex	07/22/10	12/19/10	PDH	\$29.46
Lee, Sheryl	07/22/10	12/19/10	PDH	\$29.46
Leighton, Kenneth	07/22/10	08/29/10	PDM	\$43.23
	08/30/10	12/19/10	PDM	\$43.55
Montague, Judy	07/22/10	08/29/10	PDM	\$43.23
	08/30/10	12/19/10	PDM	\$43.55
Nguyen, Ailene	07/22/10	08/29/10	PDM	\$43.23
	08/30/10	12/19/10	PDM	\$43.55
Nguyen, Scott	07/22/10	12/19/10	PDH	\$29.46
Roeun, Malinni	07/22/10	08/29/10	PDM	\$43.23
	08/30/10	12/19/10	PDM	\$43.23
Tran, Chau	07/22/10	12/19/10	PDH	\$29.46
Walker, Lynn	07/22/10	12/19/10	PDH	\$29.46

CURRICULUM COMMITTEE 2010-2011

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ardolino, Maureen	08/30/10	05/29/11	PDH	\$29.46
Bailly, Jennifer	08/30/10	05/29/11	PDH	\$29.46
Boehler, Connie	08/30/10	05/29/11	PDH	\$29.46
Chapman, Cheryl	08/30/10	05/29/11	PDH	\$29.46
Igoudin, Alex	08/30/10	05/29/11	PDH	\$29.46
Shiring, Richard	08/30/10	05/29/11	PDH	\$29.46
Strauss-Thacker, Esther	08/30/10	05/29/11	PDH	\$29.46
Torrini, Lynn	08/30/10	05/29/11	PDH	\$29.46
Watson, Katherine	08/30/10	05/29/11	PDH	\$29.46

ACADEMIC SENATE 2010-2011

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Cheryl	08/30/10	05/29/11	ACS	\$29.46
Covert, Robert	08/30/10	05/29/11	ACS	\$29.46
Kabaji, Noha	08/30/10	05/29/11	ACS	\$29.46
McClure, Helen	08/30/29	05/29/11	ACS	\$29.46
Oelstrom, Jeanne	08/30/10	05/29/11	ACS	\$29.46
Palmer, Catherine	08/30/10	05/29/11	ACS	\$29.46
Schilling, James	08/30/10	05/29/11	ACS	\$29.46
Strauss-Thacker, Esther	08/30/10	05/29/11	ACS	\$29.46
Tran, Chau	08/30/10	05/29/11	ACS	\$29.46

The following CCC Instructors, Part Time Instructors providing instructional opportunities for NAVY ONSHORE for Military Contract Education during Summer semester.

Isbell, Donald

GOLDEN WEST COLLEGE

SPECIAL ASSIGNMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lazarus, Robert	07/22/10	08/29/10	PDM	\$43.23

To coordinate instructional content, video tape production, and editing of Legal Updates and Police Officer's Standards and Training (P.O.S.T.) Case Law. Funded by Mew Media Auxiliary.

MATH ASSESSMENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bouzar, Pete	07/22/10	08/27/10	PDM	\$43.23
Lloyd, Douglas	07/22/10	08/27/10	PDM	\$43.23

PROFESSIONAL DEVELOPMENT ACTIVITY

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Leatherman, Carlene	07/22/10	07/30/10	PHD	\$29.46
Miner, Robert	07/22/10	07/30/10	PHD	\$29.46
Tilzer, Jeffrey	07/22/10	07/30/10	PHD	\$29.46

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Christie, Joan	08/16/10	12/19/10	IUM	\$1514.00
Reyna, Edward	08/16/10	12/19/10	IUM	\$1514.00

ORANGE COAST COLLEGE

CREW COACHING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Chapman, Matthew	07/22/10	07/30/10	PDH	\$29.46

SUMMER CURRICULUM CHAIR ACTIVITIES

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lawell, Cheri	06/21/10	08/27/10	PDM	\$43.23

Justification: Personnel Office received paperwork late

PROVIDE 2 DAYS OF TRAINING FOR INSTRUCTIONS ON CONVERGENCE TECH

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Warner, Michael	07/22/10	07/31/10	PDM	\$43.23

TECH WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Lerma, Maria	04/30/10	04/30/10	PDM	\$43.23

Justification: Late paperwork from division

BOEING FOUNDATION STUDENT MENTORING GRANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Clark, Gregory	01/30/10	05/30/10	PDM	\$43.23
Reinemann, Christine	01/30/10	05/30/10	PDH	\$29.46

Justification: Late paperwork from division

COUNSELING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bagatourian, Linda	06/01/10	06/30/10	EXM	\$82.90
Jupiter, Cheryl	06/01/10	06/30/10	EXM	\$103.76

Justification: Late paperwork from division

COUNSELING FOR INTERNATIONAL CENTER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Montooth, Carisa	06/01/10	08/29/10	UNT	\$57.44

Justification: Late paperwork from division

COUNSELING FOR CAREER

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Plum, Caryn	06/01/10	07/30/10	UNT	\$69.66

Justification: Late paperwork from division

ALLIED HEALTH PATHWAY DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Henry, Lorraine	07/22/10	07/31/10	EXM	\$43.231

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/30/10 to 05/30/10** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

OCC

<u>Name</u>	<u>LHE</u>
Russell, Gregory	3.00

Justification: Late paperwork from division

2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

Coastline College

Ahlman, Mary
Amendariz, Patricia
Beaver, Dorothy
Dalbey, Elizabeth
Davis, Loretta
Do, Anhvy
Don, Rachel
Gandall, Beverly
Gustaveson, Valerie
Jones, Julie
Keefer, Sherry
Kepler, Marc

Man, Georgina
Maynard, Linda
McGeoch, Norma
Menchaca, Jessica
Mendoza, Jaime
Mohr, Cheryl
Mozell, Harold
Nguyen, Ky
Sabha, Fayruz
Seyster, Barry
Sleep, Katherine
Takacs, Marcia
Tamondong, Rebecca
Walker, Lynn

Golden West College

Monday, Michael
Snyder, Mark
Widman, Kristin

3. Full time Faculty

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

Revisions to Previous Board Action

Faculty – Temporary

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Potts, Eva	GWC	Instructor, Nursing	08/30/10	05/31/11*	A-II-11

*Extend end date from 05/31/10

Summer Assignments

Assignments to be paid 1/1000th of salary placement on the CFE/AFT Local 1911, Faculty Unit salary schedule and are not to exceed 21 hours per week. Assignments exceeding 21 hours per week have been administratively approved.

Orange Coast College

For the period **06/07/10-08/15/10**

Faculty

<u>Name</u>	<u>Wkly/Hrs</u>
Lewis, Brian	9.00

4. Part time Faculty

Summer

Assignments to be paid in accordance with the current salary part time faculty schedule and not to exceed 21 hours per week without administrative approval.

Golden West College

For the period **06/07/10-08/15/10**

<u>Name</u>	<u>Wkly/Hrs</u>
Andersen, David	18.000*
Leatherman, Carlene	11.021
Tilzer, Jeffrey	4.500**

*Justification: Prior Instructor left suddenly

**Justification: Late paperwork from division

Orange Coast College

For the period **06/07/10-08/15/10**

<u>Name</u>	<u>Wkly/Hrs</u>
Gould, Brian	3.380

Justification: Late paperwork from division

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2010-11 school year for the period **07/22/10 to 08/29/10**, not to exceed 25 hours:

Adams, Kenneth
Quiros, Victor
Watkins, Derrick

5. Educational Administrator

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Date</u>	<u>Plcmt</u>
Clark, Kristin	OCC	Vice President of Student Services	08/01/10	D-34-09
Francus, Stanley	GWC	Interim Vice Pres of Student Services	08/01/10 to 02/28/11	D-34-07*

*Funding Source: One time funds from 2009-10 ending balance garnered from salary savings.

Reappointments

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Extend End Date</u>	<u>Plcmt</u>
Groot, Joycelyn	CCC	Dean, Military/Contract Education Programs	From 06/30/10 to 06/30/11*	D-32-04
Wilkerson, Lois	CCC	Administrative Director, Workforce & Economic Dev.	From 06/30/10 to 06/30/11*	D-32-09

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

6. Classified Management

None.

7. Classified Staff

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

Extension of End Dates

The following GWC, Classified, temporary, specially funded, full time, 10 and 12 mo positions, extend end dates from 06/30/10 to 06/30/11. These positions may be extended, modified or eliminated based on changes from the funding source.

Cong Huyen Ton Nu, Trang	Child Care Assistant
Francis, Kimberly	Staff Assistant Senior, RHORC
Hime, Colleen	Typist Clerk Intermediate, RHORC
Lara, Melissa	Staff Aide, BFAP
Tran, Angelyn	EOPS/CARE Accounting Technician
Yoshida-Tan, Naomi	CalWORKs Program Office Specialist Senior

Justification: Late Paperwork from Divisions

8. Reclassification and Reorganization/Reassignment

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

Reorganization/Reassignments

Classified Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Canett, Miguel	OCC	Facilities Coordinator, G-14-07	Swap Meet Supervisor, G-15-07	07/22/10

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Recalde, Edwina	OCC	Benefits Tech, E-48-04	HR Specialist, E-48-05	07/01/10

Reclassification

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Phan, Phuong	OCC	Office Coordinator, E-42-05	Staff Aide, E-48-05	07/01/10

9. Classified Temporary Assignments

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

Management

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Mihatov, Steven	CCC	Information Systems Tech Sr	Director, Computer Svcs	08/01/10	10/31/10	G-24-05

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Aguillon, Jessica	OCC	Child Care Assistant	Child Develop Specialist	08/01/10	10/31/10	E-41-05
Bailey, Marilyn	CCC	Typist Clerk, Intermediate	Div/Area Office Coordinator	07/01/09	04/09/10	E-49-01*
	CCC	Typist Clerk, Intermediate	Div/Area Office Coordinator	07/01/10	06/30/11**	E-49-01
Hill, Nancy	DIST	Staff Asst, Confidential	Exec Asst to Vice Chan HR	08/01/10	10/31/10	J-58-05
Jesch, Kim	DIST	Payroll Analyst	Special Assignment	07/12/10	09/30/10	E-60-05
Marcario, Inocente	OCC	Maintenance, General	Maintenance, Skilled	07/01/10	09/30/10	E-51-03
Montooth, Carisa	OCC	Staff Aide	Exec. Assist. to the President	07/16/10	09/30/10	J-58-01
Poush, Irene	CCC	Typist Clerk Intermediate	Division/Area Office Coord	07/01/10	06/30/11**	E-49-01
Venham, Lu Ann	OCC	Receptionist	Child Care Center Coord.	08/01/10	10/31/10	E-47-05

*Paid for hours worked out of class (per Reclass Committee process).

**Time card, on call as needed.

Extension of Employment for Temporary Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Nguyen, Hung	DIST	Mechanic	Mechanic, Lead	Extend end date from 06/30/10 to 09/30/10	E-55-05

10. Hourly Staff

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

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Acevedo, Phyllis****	DIST	07/01/10	09/30/10	110001-180800	M,T,W,TH,F
Aparicio, Daniela	CCC	07/22/10	06/30/11	818030-847406	M,T,W,TH,F
	CCC	07/22/10	06/30/11	818030-847510	M,T,W,TH,F
Brooks, Dorsie	DIST	07/22/10	06/30/11	120110-157000	M,T,W,TH,F
	DIST	07/22/10	06/30/11	124091-156500	M,T,W,TH,F
	DIST	07/22/10	06/30/11	124093-169500	M,T,W,TH,F
	DIST	07/22/10	06/30/11	124096-156500	M,T,W,TH,F
Coyne, Martha	DIST	07/22/10	06/30/11	110001-182700	M,T,W,TH,F
Ho, Linda*	CCC	06/10/10	06/30/10	818030-847515	M,T,W,TH,F
	CCC	07/01/10	06/30/11	818030-847515	M,T,W,TH,F
Kahlen, Amanda	GWC	07/22/10	06/30/11	813001-314114	M,T,W,TH,F
Krikorian, Joanne**	DIST	06/28/10	06/30/11	110001-182700	M,T,W,TH,F
Medina, Irma	OCC	07/22/10	06/30/11	124005-256103	M,T,W,TH,F
Mitchell, James	CCC	07/22/10	12/31/10	818030-880601	M,T,W,TH,F
Neal, Krystal	CCC	08/01/10	06/30/11	818030-803001	S
Nguyen, Thanh	GWC	07/22/10	06/30/11	124044-359301	M,T,W,TH,F
Saracini, Laura*	OCC	06/16/10	06/30/11	110001-249200	M,T,W,TH,F
Sullivan, Virginia	CCC	07/22/10	06/30/11	120010-850101	M,T,W,TH,F
Surgenor, Kathleen***	DIST	07/07/10	06/30/11	110001-181600	M,T,W,TH,F
Vu, Ann	CCC	07/22/10	06/30/11	120010-850101	M,T,W,TH,F
Zeek, Ofra	CCC	07/22/10	06/30/11	120010-850101	M,T,W,TH,F

*Late paperwork from campus.

**Critical workload for yearend closing.

***Exception indicated by Chancellor due to new Vice Chancellor transition.

****Because of retirements, department short staffed.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Amundson, Stephen	GWC	07/22/10	06/30/11	110001-347101	M,T,W,TH,F
Arora, Annette	OCC	08/23/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	08/23/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	08/23/10	06/30/11	120176-251030	M,T,W,TH,F
Brunner, Janelle	OCC	08/23/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	08/23/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	08/23/10	06/30/11	120176-251030	M,T,W,TH,F

Dalton, Natalie	GWC	08/30/10	12/19/10	813010-389804	M,T,W,TH,F
Do, Son	CCC	07/22/10	06/30/11	124033-856041	M,T,W,TH,F
Gianunzio, Jennifer	OCC	08/23/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	08/23/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	08/23/10	06/30/11	120176-251030	M,T,W,TH,F
Jacobs, Jake	OCC	08/10/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	08/10/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	08/10/10	06/30/11	120176-251030	M,T,W,TH,F
Olesen, Whitney	OCC	07/22/10	06/30/11	110001-200701	M,W
Perez, Guadalupe	GWC	07/22/10	06/30/11	110001-324104	M,T,W,TH,F
Ridens, Jill	GWC	08/30/10	12/19/10	813010-389804	M,T,W,TH,F
Yi, Sally	OCC	08/10/10	06/30/11	812001-201592	M,T,W,TH,F
	OCC	08/10/10	06/30/11	110001-201591	M,T,W,TH,F
	OCC	08/10/10	06/30/11	120176-251030	M,T,W,TH,F

Hourly/Temporary/Professional (Non Faculty) to perform skilled technical duties such as athletic training duties, production of student newspaper, maintain online classes, provide real time captioning (in-class text) for deaf students or assist with associated student programs in one or more of the following campus departments and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Orduna, Valerie*	OCC	07/16/10	06/30/11	110030-204802	M,T,W,TH,F

*Late paperwork from department.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Sanchez, Tony*	OCC	05/10/10	06/30/10	812015-263750	M,T,W,TH,F
	OCC	07/01/10	06/30/11	812015-263750	M,T,W,TH,F
Soto, Magdiel	GWC	07/24/10	06/30/10	813020-381401	M,T,W,TH,F

*Late paperwork from campus.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Doan, Dung*	OCC	07/01/10	06/30/11	812035-247705	M,T,W,TH,F
Le, Hoang-Yen	GWC	07/22/10	06/31/11	110001-311305	T,TH
Newton, Arlene*	OCC	07/01/10	06/30/11	812035-212815	M,T,W,TH,F

*Late paperwork from campus.

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

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dang, Mai	CCC	07/22/10	10/19/10	818030-847515	M,T,W,TH,F
Medina, Irma	OCC	06/28/10	07/31/10	812035-281201	M,T,W,TH,F
Murray, Leslie	CCC	07/22/10	10/19/10	818030-847519	M,T,W,TH,F
Rosales, Jesus	OCC	03/10/10	06/30/10	110001-285201	M,T,W,TH,F

Schuberth, Robert	CCC	07/01/10 06/28/10	06/30/11 08/13/10	110001-285201 110001-885202	M,T,W,TH,F M,T,W,TH,F
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11. Substitute Classified

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

Golden West College

Thompson, Justin

Orange Coast College

Ashton, Kelly
Hart, Kathy
Mejia, Maura
Rederscheid, Kristen
Umathum, Katie
Weinman, Patricia
Witt, Katherine

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

Kleinpeter, Christine, GWC
Webster, Frank H., OCC

14. Student Workers

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

Golden West College

Hong, Quoc
Nguyen, Hai
Nguyen, Tri
Nguyen, Uyen
Pham, Hiep-Huy
Philo, Daniel
Tran, Ngoc
Vu, Linh

Orange Coast College

Abeje, Alemsthay
Chiu, Jade
Finch, Marcy
Hunt, Bryan
Hurst, Christopher
Hurwitz, Kip
Lam, Sandy
Limathwalla, Shirley
Potter, Joel
Rasmussen, Kaily
Rodriguez, Jesus
Short, Christopher
Stiles, Harlen
Venegas, Laura



Regular Meeting

Board of Trustees

Coast Community College District

District Board Room

August 4, 2010

5:00 p.m.

Minutes

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on August 4, 2010 in the Board Office at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 5:02 p.m.

2. Roll Call

Trustees Present: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald, Ms. Hornbuckle, and Student Trustee Lee Fuller

Trustees Absent: None

3. Opportunity for Public Comment (Closed Session – Items on Agenda)

4. Recess to Closed Session

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

The meeting convened to Closed Session at 5:04 p.m. to discuss the following items:

- a. Conference with Legal Counsel: Anticipated Litigation
(Pursuant to sub-section "b" of Government Code Section 54956.9)
- b. Conference with Legal Counsel: Potential Initiation of Litigation
(Pursuant to sub-section "c" of Government Code Section 54956.9)
- c. Conference with Legal Counsel: Existing Litigation
(Pursuant to sub-section "a" of Government Code Section 54956.9)

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

Magana v. Coast Community College District et al., Orange County
Superior Court Case No. 30-2010-00346951

5. Reconvene Meeting to Open Session

The meeting reconvened to Open Session at 5:27 p.m.

6. Pledge of Allegiance

Trustee Mary Hornbuckle led the Pledge of Allegiance to the United States of America.

7. Report of Action in Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, had no report of action from Closed Session, but deferred to Board President Patterson for additional comments.

Mr. Patterson reported that the Board had been advised about a complaint letter about the Coast Community College District that had been sent to the Orange County Grand Jury. The letter had purportedly been signed by Trustee Prinsky. In fact, Dr. Prinsky did not sign or send any letter to the Grand Jury, and the complaint letter that was sent is a forgery. With respect to this fraudulent letter, a criminal complaint has been made with the Orange County District Attorney's Office. The letter constitutes a number of potential crimes, including criminal libel, forgery, and filing a false report with the Grand Jury. A District Attorney investigation to identify the suspects is pending. The District Attorney also has advised our General Counsel that the Grand Jury will be taking no action on the fraudulent letter.

8. Public Comment (Open Session – Items on Agenda)

STUDY SESSION

9. Presentation to the Board of Trustees on SB 1183 and SB 1440 from Scott Lay, President, Community College League of California

A presentation was made to the Board of Trustees on Senate Bills 1183 and 1440 by Scott Lay, President of the Community College League of California.

10. Presentation to the Board of Trustees from Dean Mancina, President, Coast Federation of Educators

A presentation was made to the Board of Trustees by Dean Mancina, President, Coast Federation of Educators regarding SB 1143, Community College Student Success and Completion.

11. Discussion of Actuarial Study for the Coast Community College District

The Board received a report concerning recent Actuarial Studies conducted by the district.

12. Discussion of Full-Time Faculty Levels Within the Coast Community College District

The Board received a report on Full-Time Faculty levels within the District.

13. Presentation to the Board of Trustees from Doug Bennett, Executive Director, Orange Coast College Foundation on the Orange Coast College Planetarium

A presentation was made to the Board of Trustees by Doug Bennett, Executive Director, Orange Coast College Foundation, on the Orange Coast College Planetarium.

It was moved by Dr. Prinsky and seconded by Mr. Fuller for a recommendation to be received from Staff at the August 18, 2010 Board Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky and Ms. Hornbuckle
No:	None
Absent:	None

GENERAL BUSINESS ITEMS

14. Approval of Employment Agreement for Joycelyn Groot, Dean, Coastline Community College

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Employment Agreement with Joycelyn Groot, Dean, Coastline Community 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

15. Approval of Employment Agreement for Lois Wilkerson, Director, Coastline Community College

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the employment agreement with Lois Wilkerson, Director, Coastline Community 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

16. Request of Walter G. Howald regarding his retirement

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board voted 4-0 to remove this item from the agenda.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky and Ms. Hornbuckle
No: None
Absent: None
Abstain: Mr. Howald

17. Approval of Revisions to Board Policy 010-2-7, "Compensation for Trustees"

On a motion by Mr. Moreno and seconded by Dr. Prinsky, the Board voted 3-1 to approve the proposed amendment to Board Policy 010-2-7 "Compensation to Trustees" to be effective August 31, 2010.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno and Dr. Prinsky
No: Ms. Hornbuckle
Absent: None
Abstain: Mr. Howald

On a second motion by Ms. Hornbuckle and Mr. Howald, the Board voted 4-1 to refer this item to District General Counsel for review.

Motion carried with the following vote:

Aye: Mr. Moreno, Mr. Howald, Dr. Prinsky and Ms. Hornbuckle
No: Mr. Patterson
Absent: None

18. Approve Non-Standard Agreement between StreamingMedia Hosting and the Coast Community College District for Online Instructional Materials, Presentations, etc. to be posted Online

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that this item be continued to the August 18, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky and Ms. Hornbuckle
No: None
Absent: None

19. Receive and File Report to the Board of Trustees on Coast Community College District Vision, Mission and Goals, and Approve Coast Community College District, Vision, Mission and Goals, and District Logo Format

On a motion by Mr. Moreno and seconded by Mr. Howald the Board voted 4-0 to continue this item to the August 18, 2010 Board Meeting.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald
No: None
Absent: None
Abstain: Ms. Hornbuckle

20. Opportunity for Public Comment (Items not on Agenda)

There were no requests to address the Board.

21. Adjournment

There being no further business, it was moved by Mr. Moreno and seconded by Mr. Howald that the meeting be adjourned.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Howald
No: None
Absent: Ms. Hornbuckle

The meeting was adjourned at 9:36 p.m.

Secretary of the Board of Trustees

Appendices

Pages

A. Statement of Trustee Jerry Patterson.....	7-8
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Appendix A

**Statement for the record by Trustee Jerry Patterson
Coast Community College District Board of Trustees
Regular Meeting of August 4, 2010**

COMPENSATION FOR TRUSTEES:

1. These are very difficult budget times. Trustees are the elected representatives of the people. We must properly oversee the budget process, and look at all District expenses to examine if they are necessary, fair and just.
2. Current trustee compensation seems appropriate, considering the Budget responsibility, public accessibility, important public decisions, and hours worked per month. If an average of 25 to 30 hours per week are spent on District business, the trustee is receiving the minimum wage.
3. However, the payment of compensation to any trustee who would be eligible to receive service credit in the PERS on the basis of such compensation increases the District's costs for that trustee, and places a huge cost obligation on the public taxpayers for that trustee's service which is paid out in lifetime retirement benefits.
4. This is an elected, part-time position, not a career. The full cost of a trustee's defined benefit retirement can be exponentially increased and manipulated by the affected trustee without public or full governing Board approval. This destroys the public's trust in it's elected representatives.
5. The huge benefits given to the individual trustee are not earned by the trustee, nor are they funded by the District. This unfunded liability will increase the cost to taxpayers for many years to come. No wonder the public is suspicious of public retirement systems in general.

6. The State Legislature wisely ended this abusive practice by excluding all trustees first elected after 1994 from being able to choose PERS retirement benefits for trustee service.

7. These costs are unknown to the public and not easily determined by anyone because of the many variables of different salaries, positions, length of service, age and lifespan. This is further compounded by the public agency or community college "PERS pools" that have been created to spread the costs to various other districts.

8. This complicated practice closes the door on transparency and openness in public matters involving retirement of public elected officials. It has led to corruption and violation of moral and ethical standards.

ONE EXAMPLE of "spiking" retirement (not an actual case):

Elected Trustee in PERS at highest annual salary:

\$ 12,000 year X 2.7% X 24 years = \$ 7,776 per year
(This is the earned retirement)

\$ 137,000 X 2.7% X 5 years = \$ 18,495 per year
(Earned retirement on another full time position)

Combine all years to highest salary (PERS allows)

\$ 137,000 X 2.7% X 29 years = \$ 107,271 per year
(In this hypothetical case, the college district would be
Obligated to pay for the 24 years of unfunded liability)

9. This proposed Board Policy amendment is about good public policy and public trust. It is about local control of trustee salaries. It's about ending an expensive, corrupting practice. This is about doing the right thing. It is not about just one trustee. It is possible that other similar situations may arise. Let's adopt the good government public policy now, and make it effective immediately. Justice delayed is justice denied.

**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 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	3/5/08	Jerry Patterson; 2 nd Walt Howald	Chancellor	Revisit Participatory Governance Policies and Procedures	October 6, 2010	P
7	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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
8	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
9	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.	Pending	P
10	9/17/08		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	Pending	P
11	9/17/08	Board	Chancellor and Vice Chancellor of Human Resources	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
12	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
13	8/4/10	Dr. Prinsky; 2 nd Mr. Fuller	Chancellor	Provide a recommendation from Staff regarding the Orange Coast College Planetarium.	August 18, 2010	P



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MEMORANDUM

TO: Jerry Patterson, Board President
Dr. Lorraine Prinsky, Board Vice-President
Jim Moreno, Board Clerk
Mary L. Hornbuckle, Trustee
Walter G. Howald, Trustee
Board of Trustees
Coast Community College District

FROM: Jack P. Lipton, Ph.D., Esq.
General Counsel
Coast Community College District

DATE: August 11, 2010

RE: Trustee Compensation Policy

Background

At the meeting on August 4, 2010, the Board of Trustees approved a revision to Board Policy #010-2-7 to add language providing that ***"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."***

Also at the Board meeting on August 4, 2010, the Board was presented with a letter from attorney Spencer E. Covert to Trustee Walt Howald dated August 3, 2010 (copy enclosed). In that letter, Mr. Covert concludes that the revision to Board Policy 010-2-7 ***"... is invalid because it is in conflict with and inconsistent with Education Code section 72024."***

The Board then referred Mr. Covert's letter to me for legal review. In this memorandum, I provide the Board of Trustees with the requested legal analysis.

Brief Answer

I have carefully reviewed Mr. Covert's letter and the legal authority that he cites, and, for the reasons explained herein, I disagree with Mr. Covert's conclusion.

In my view, the revision to Board Policy #010-2-7 is ***not*** in conflict with or inconsistent with Section 72024 of the *Education Code*. More specifically, contrary to the view expressed by Mr. Covert, it is my legal opinion that the Board ***did*** have the legal authority under Section 70902(a)(1) of the *Education Code* to enact the revision to Board Policy #010-2-7 in that the policy revision is not in conflict with or inconsistent with Section 72024 of the *Education Code*.

Board of Trustees
August 11, 2010
Page 2

Legal Analysis

The starting point for this analysis is Section 70902(a)(1) of the *Education Code* which sets forth the broad legal authority of boards of trustees of community college districts:

"... the governing board may initiate and carry on any program or activity, or may otherwise act, in any manner that is not in conflict with, inconsistent with, or preempted by, any law, and that is not in conflict with the purposes for which community college districts are established."

Much of Mr. Covert's letter is devoted to a discussion of the California Court of Appeal case of *Service Employees International Union ("SEIU") vs. Board of Trustees of West Valley/Mission Community College District* (1996). In that case, a classified employees union brought a lawsuit against the community college district, claiming that the board of trustees did not have the legal authority to contract-out bookstore operations. The Court of Appeal affirmed the judgment of the Superior Court, ruling that the district *did* have the legal authority to contract-out bookstore operations, citing the "broad authority" given to boards of trustees under the "permissive" language of Section 70902 of the *Education Code*.

In fact, the Court of Appeal in the *SEIU* case noted the existence of numerous statutes within the *Education Code* pertaining to classified employees and to bookstores, but nevertheless concluded that the district had the legal authority to contract-out bookstore operations. The classified union in the *SEIU* case had pointed out that "no section of the *Education Code* specifically addresses or authorizes the operation of a college bookstore by an entity other than the ... district itself." But the Court refuted this argument by noting that under Section 70902 of the *Education Code*, a board of trustees **"does not require specific authorization to carry on any program or activity not in conflict with the law or the purposes for which the college districts are established."**

The essence of Mr. Covert's argument is that the Board did not have the legal authority under Section 70902 of the *Education Code* to approve the revision to Board Policy #010-2-7 because the revision is in conflict with and inconsistent with Section 72024 of the *Education Code*, the statute that establishes the maximum monthly compensation for community college district trustees. In this regard, in discussing Section 72024 of the *Education Code*, Mr. Covert opines on page 5 of his letter that "Section 72024 does not allow any Board member to be treated differently from any other Board member with respect to payment. Instead, payment is in a uniform amount for all Board members." Mr. Covert then concludes that "Any exceptions to uniform payment are clearly not authorized by section 72024."

Board of Trustees
August 11, 2010
Page 3

With all due respect, Mr. Covert's reasoning is flawed and his conclusion is erroneous. While it is true that exceptions to uniform payment to trustees are not authorized by Section 72024 of the *Education Code*, this statute does not even provide that compensation to trustees is to be uniform. And as explained by the Court of Appeal in the *SEIU* case, the Board does not need specific authorization to act so long as the action is not in conflict with or inconsistent with law.

In the *SEIU* case, it was permissible for the governing board to contract-out bookstore services, even though there was no express statutory authorization for such contracting-out, and even though there is a statute specifically dealing with classified employees at campus bookstores. Similarly, in our situation, it was permissible for the Board to enact the revision to Board Policy #010-2-7, even though there is no express statutory authorization to make distinctions within trustee compensation, and even though there is a statute specifically dealing with trustee compensation.

In other words, under the "permissive" language of Section 70902(a)(1) of the *Education Code*, and as affirmed by the Court in the *SEIU* case, it is not necessary to have express statutory authorization for Board action, so long as the action is not "in conflict with, inconsistent with, or preempted by" law or in conflict with the purposes for which community college districts are established.

Thus, in my view, the revision to Board Policy #010-2-7 is *not* in conflict with or inconsistent with Section 72024 of the *Education Code*, as claimed by Mr. Covert. That statute basically sets forth the maximum monthly compensation for trustees, and a board policy providing that no compensation is to be paid to a trustee who would be eligible to receive service credit in a retirement system on the basis of such compensation is not in conflict with or inconsistent with Section 72024 of the *Education Code*. While I express no view regarding other possible challenges, it is my legal opinion, contrary to the opinion expressed by Mr. Covert, that the Board *did* have the legal authority under the broad permissive language of Section 70902(a)(1) of the *Education Code* to enact the revision to Board Policy #010-2-7 in that the policy revision is not in conflict with or inconsistent with Section 72024 of the *Education Code*.

Enclosure

cc: Dr. Ding-Jo Currie, Chancellor
Dr. Christian Teeter, Board Secretary
Keiko Kojima, Esq.

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August 3, 2010

PC-21

Writer's E-mail:
scovert@parkercovert.com

Walt Howald
Member, Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Re: Proposed Revision to Board Policy 010-2-7: "Compensation for Trustees."

Dear Mr. Howald:

Our opinion has been requested regarding a revision to Board Policy 010-2-7, "Compensation for Trustees." The proposed policy revision specifies that, "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."

Conclusion

Education Code section 72024 does not allow any Board member to be treated differently from any other Board member with respect to compensation. Instead, payment is in a uniform amount for all Board members. Any exceptions to uniform payment are clearly not authorized by section 72024. Consequently, the proposed amendment to Board Policy 010-2-7 is in conflict with Education Code section 72024. the proposed policy is therefore invalid and must not be adopted.

We also note that the proposed policy cites Education Code section 72024 for the policy's authorization. However, there is no language in section 72024 that makes a Board member permanently ineligible to receive compensation that is provided to all other Board members. While subsections (b) and (d) of section 72024 authorize pro rata reductions due to missed meetings and the like, nothing in section 72024 permits a Board member to be ineligible for compensation, once compensation is provided to other Board members.

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Analysis

With respect to policy adoption, Education Code section 70902 provides in material part as follows:

(a)(1) Every community college district shall be under the control of a board of trustees, which is referred to herein as the "governing board." The governing board of each community college district shall establish, maintain, operate, and govern one or more community colleges in accordance with law. In so doing, the governing board may initiate and carry on any program or activity, or may otherwise act, in any manner that is not in conflict with, inconsistent with, or preempted by, any law, and that is not in conflict with the purposes for which community college districts are established. (Emphasis added.)

Thus, the specific issue at hand pertains to whether or not authorizing Trustee compensation to the exclusion of any Trustee who is eligible to receive service credit under the Public Employees Retirement System (CalPERS) is in conflict with, inconsistent with, or preempted by Education Code section 72024.

Education Code section 72024 provides in material part:

(a) (1) In any community college district that is not located in a city and county, and in which the full-time equivalent students (FTES) for the prior college year exceeded 60,000, the

governing board may prescribe, as compensation for the services of each member of the board who actually attends all meetings held by the board, a sum not to exceed one thousand five hundred dollars (\$1,500) in any month.

(2) In any community college district in which the FTES for the prior college year was 60,000 or less, but more than 25,000, each member of the governing board of the district who actually attends all meetings held by the board may receive as compensation for his or her services a sum not to exceed seven hundred fifty dollars (\$750) in any month.

[...]

(b) Any member of a governing board who does not attend all meetings held by the board in any month may receive, as compensation for his or her

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services, an amount not greater than a pro rata share of the number of meetings actually attended based upon the maximum compensation authorized by this subdivision.

(c) The compensation of members of the governing board of a community college district newly organized or reorganized shall be governed by subdivision (a). For this purpose, the total FTES in all of the community colleges of the district in the college year in which the organization or reorganization became effective shall be deemed to be the FTES in the district for the prior college year.

(d) A member may be paid for any meeting when absent if the board, by resolution duly adopted and included in its minutes, finds that, at the time of the meeting, he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the board. The compensation shall be a charge against the funds of the district.

(e) On an annual basis, the governing board may increase the compensation of individual board members beyond the limits delineated in this section, in an amount not to exceed 5 percent based on the present monthly rate of compensation. Any increase made pursuant to this section shall be effective upon approval by the governing board. The action may be rejected by a majority of the voters in that district voting in a referendum established for that purpose, as prescribed by Chapter 2 (commencing with Section 9100) of Division 9 of the Elections Code.

The purpose and underlying policy of Education Code section 70902 was discussed in *SEIU, Local 715 v. Bd. of Trs. of the W. Valley/Mission Cmty. College Dist.* (1996) 47 Cal.App.4th 1661 [55 Cal.Rptr.2d 484]. In the *West Valley* case, the appellate court concluded that the bookstore contract with Barnes & Noble was not inconsistent or in conflict with the Education Code. The appellate court rejected the challenge to contracting out for the college bookstore and concluded:

Section 70902 was added to the code in 1988 but contained the same language as former section 72233, which had been added in 1976. Section 72233 was enacted in response to a 1972 amendment to the California Constitution, article IX, section 14, which added the following sentence to that section: "The Legislature may authorize the governing boards of all school districts to initiate and carry on any programs, activities, or to otherwise act in any manner

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Mr. Walt Howald

August 4, 2010

Page 4

which is not in conflict with the laws and purposes for which school districts are established."

When the Education Code was amended in 1981, the Legislature stated that "It is the intent of the Legislature, in enacting this act, to implement more fully, for the community colleges of California, the intent of the people in adopting the amendment of Section 14 of Article IX of the California Constitution. The Legislature further finds and declares that, in order to do so, it is necessary to amend or repeal many provisions of the Education Code. [P] Wherever in this act a power or duty of a community college district governing board is repealed, or otherwise deleted by an amendment, it is not the intent of the Legislature to prohibit the board from acting as prescribed by the deleted provisions. Rather, it is the intent of the Legislature, that the community college district governing board shall have the power, in the absence of other legislation, to so act under the general authority of Section 72233 of the Education Code." (Stats. 1981, ch. 471, § 1, pp. 1800-1801, italics added.) This "general authority," now embodied in section 70902, became known as the "permissive code" concept.

In addition to the broad authority provided by section 70902, that statute also gives a school district specific authority to "[m]anage and control district property" and to "contract for the procurement of goods and services as authorized by law." (§ 70902, subd. (b)(6).) Although section 70902 does not specifically authorize the District to contract out its bookstore operations, it does not need to. As the Legislature expressly stated, the permissive code allows a district's governing board to act under its general authority without specific statutory authorization.

Since the permissive code was enacted in 1976, the Legislature has repealed many Education Code provisions which had specifically authorized community colleges to conduct various activities. For example, the Legislature repealed section 82361, authorizing community colleges to establish cafeterias (Stats. 1981, ch. 471, § 96, p. 1807), section 82340, authorizing districts to contract for transportation services (Stats. 1981, ch. 471, § 95, p. 1807), and sections 72419 through 72422, authorizing districts to contract for legal services (Stats. 1990, ch. 1372, § 340-344, p. 6267). According to legislative counsel, specific statutory authority for such activities is no longer necessary in light of the

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Mr. Walt Howald
August 4, 2010
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permissive code. (Legis. Counsel's Dig. Assem. Bill No. 1730, 4 Stats. 1981 (Reg. Sess.) Summary Dig. pp. 124-125.)

The only limitation placed on a governing board's authority under the permissive code is that the board may not act in any manner "in conflict with, or inconsistent with, or preempted by, any law." (§ 70902, subd. (a).) Appellant contends that respondent's contract with Barnes & Noble is inconsistent with other statutes in the Education Code, namely sections 81676 and 88003 and 88004. (47 Cal.App.4th at pp. 1665-1666.)

The analysis provided by the Court of Appeal in *West Valley* compels the conclusion that the proposed Board Policy does not meet the requirements of section 70902 and 72024. There is an Education Code section that specifically addresses board member compensation. Section 72024 clearly provides for uniform compensation for all trustees. There is no requirement for any compensation, but once a board of trustees takes action to provide for Board member compensation, section 72024 does not provide for any mechanism to discriminate among Board members.

With respect to districts with an FTS for the prior college year that was 60,000 or less, but more than 25,000, section 72024(a)(2) provides that compensation is specified in a sum not to exceed \$750 in each month. This amount is to be paid each Board member, subject to the requirement that the Board member must attend all Board meetings in a month or receive a pro rata share of the monthly amount, unless the Board member is engaged in performing services for the District or was ill, on jury duty, or that the absence was due to a hardship deemed acceptable by the Board.

Section 72024 does not allow any Board member to be treated differently from any other Board member with respect to payment. Instead, payment is in a uniform amount for all Board members. Any exceptions to uniform payment are clearly not authorized by section 72024. Consequently, the proposed amendment to Board Policy 010-2-7 is invalid because it is in conflict with and inconsistent with Education Code section 72024.

A review of the policy also poses the immediate question about why single out CalPERS eligible retirees? It is often common for public employees to serve on boards of trustees. These employees are all covered by retirement systems such as county retirement systems or CalSTRS. It is clearly discriminatory to call out CalPERS retirees, but to allow

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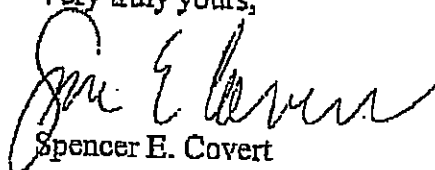
August 4, 2010

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public employees in other retirement systems to be able to receive compensation from their service on the board of trustees.

Consequently, the proposed revision to Board Policy 010-2-7 is contrary to the authority provided to boards of trustees in Education Code section 70902.

Very truly yours,



Spencer E. Covert

SEC/md



CCCD Contract No.: _____

STANDARD ARCHITECTURAL SERVICES AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

and

For the _____ Project

On the Property Located at

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COAST COMMUNITY COLLEGE DISTRICT STANDARD ARCHITECTURAL SERVICES AGREEMENT

This Standard Architectural Services Agreement (this “**Agreement**”) is made and entered into by and between Coast Community College District, a community college district organized and operating pursuant to Education Code Sections 70900 *et seq.* (the “**District**”), and _____, a _____ (the “**Architect**”). The District and the Architect are sometimes referred to herein individually as a “**Party**” and collectively as the “**Parties**.” This Agreement is made with reference to the following facts:

RECITALS

A. Each person performing professional architectural services hereunder on behalf of the Architect shall be fully licensed by the California Architects Board (the “**CAB**”) to provide architectural services in conformity with the laws of the State of California. Each person performing professional engineering or surveying services hereunder on behalf of the Architect shall be fully licensed by the California Board for Professional Engineers and Land Surveyors (the “**CBPELS**”) to provide engineering or surveying services in conformity with the laws of the State of California.

B. The District now owns, or is in the process of acquiring, certain real property located at _____ in _____, California (the “**Site**”) at which the District currently, or in the future intends to, conduct college classes and/or related administrative functions.

C. The District intends to cause a district or college facility to be designed and constructed upon the Site and/or cause certain modifications, alterations, additions and improvements to be made to one or more of the buildings and/or other facilities located on the Site. The design, construction, and/or improvement of said district or college facility is referred to herein as the “**Project**”. Exhibit “A” to this Agreement contains a more detailed description of the Project.

D. The District wishes to engage the Architect to perform certain architectural and related services in connection with the Project, and the Architect wishes to provide such services to the District, all subject to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE 1: GENERAL CONDITIONS TO ARCHITECT'S PERFORMANCE

1.1 **Basic and Supplemental Services.** The Architect hereby agrees to perform for the District, subject to all of the terms and provisions of this Agreement, (a) the services identified in Article 2 of this Agreement (the "**Basic Services**") and (b) if authorized by the District in writing pursuant to Article 3 of this Agreement, those services identified in said Article 3 (the "**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.

1.2 **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.

1.3 **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.

1.4 **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.

1.5 **Completion Deadlines.** 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)
- 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.

1.6 Confidentiality. 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 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.

1.7 Conflicts of Interest; Litigation. 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.

1.8 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.

1.9 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.

1.10 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.

1.10.1 **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.

1.10.2 **License.** 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 perpetual license for the work of such subcontractors or consultants performed pursuant to this Agreement.

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.

ARTICLE 2: SCOPE OF ARCHITECT'S SERVICES

2.1 **Basic Services Applicable to All Stages and Phases of the Project.**

2.1.1 **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.

2.1.2 **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, constructability, 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.

2.1.3 **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.

2.1.4 **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.

2.1.5 **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.

2.1.6 **Existing Utilities.** 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.

2.1.7 **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.

2.1.8 **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.

2.1.9 **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.

2.1.10 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.

2.1.11 Graphics and Signage. 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.

2.1.12 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.

2.1.13 Submittal Requirements. The Architect shall submit to the District or the Program Manager the documents identified in Exhibit "D" at the times and in the quantities identified in that Exhibit "D".

2.1.14 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.

2.2 Notice to Proceed. 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").

2.3 **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.

2.4 **Budget.**

2.4.1 **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.

2.4.2 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.

2.4.3 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.

2.4.4 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 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.

2.4.5 District's Rights Where Lowest Bid is Less than Budget or Exceeds Budget by Five Percent or Less. 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.

2.4.6 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.

2.4.7 Phased Construction. 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.

2.5 Schematic Design Phase. 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**".

2.5.1 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 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.

2.5.2 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.

2.5.3 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.

2.6 Design Development Phase. The obligations of the Architect set forth in this Section 2.6 shall be referred to as the "**Design Development Phase**".

2.6.1 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.

2.6.2 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.cccco.edu.

2.6.3 Selection of Manufactured Items. 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.

2.6.4 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.

2.6.5 District's Election Regarding Alternate Design Documents. 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 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.

2.7 Construction Documents Phase. The obligations of the Architect set forth in this Section 2.7 shall be referred to as the "**Construction Documents Phase**".

2.7.1 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 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.

2.7.2 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.

2.7.3 Asbestos-Containing Materials. The Architect shall include statements in the Construction Documents that materials containing asbestos are not to be incorporated into the Project.

2.7.4 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.cccco.edu.

2.7.5 Deposit with Reprographics Company. 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.

2.7.6 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 shall alleviate or release the Architect from its responsibility to design the Project within the Budget.

2.7.7 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.

2.8 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 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.

2.9 Construction Phase. 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:

2.9.1 Provide Copies of Contract Documents. 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.

2.9.2 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; (l) 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 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.

2.9.3 **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.

2.9.4 **Interpretation of Construction Requirements.** 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.

2.9.5 **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.

2.9.6 **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.

2.9.7 **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.

2.9.8 **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.

2.9.9 **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.

2.9.10 **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.

2.9.11 **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.

2.9.12 **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.

2.9.13 **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.

2.9.14 **Certification of Absence of Asbestos-Containing Building Materials**. 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.

2.9.15 **Final Completion.** 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.

2.9.16 **Evaluation of General Contractor.** 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.

2.10 **Architect's Post-Construction Obligations.**

2.10.1 **Preparation of Record Drawings.** 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.

2.10.2 **Notice of Construction Defects.** 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.

2.10.3 **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 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.

2.10.4 **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.

2.11 **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.

ARTICLE 3: ADDITIONAL ARCHITECT'S SERVICES

3.1 **Supplemental Services.** 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:

3.1.1 **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.

3.1.2 **Damage to Work.** Providing consultation concerning replacement of Work damaged by fire and furnishing services required related to the replacement of such Work.

3.1.3 **Default of General Contractor.** 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).

3.1.4 **Phased Construction.** 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.

3.1.5 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.

3.1.6 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).

3.1.7 Information Regarding Site and Improvements. 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.

3.1.8 Information Regarding Materials, Equipment, and Labor. 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.

3.1.9 Analysis of Ownership and Operating Cost. At the District's request, the provision of analyses of District ownership and operating costs for the Project.

3.1.10 Inspection of Materials. 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.

3.1.11 Authorized Additional Services. Upon the District's request, the Architect shall perform, as Supplemental Services, the authorized additional services identified in Exhibit "E".

3.1.12 Excluded Design Services. The Parties agree that the services identified in Exhibit "F" 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.

3.1.13 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.

ARTICLE 4: DISTRICT'S RESPONSIBILITIES

4.1 **District Shall Inform Architect of Project Requirements.** 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.

4.2 **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.

4.3 **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.

ARTICLE 5: COMPENSATION TO THE ARCHITECT

5.1 **Compensation for Basic Services.** As compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of _____ Dollars (\$_____), as specified on the Schedule of Compensation attached as Exhibit "G" hereto. To the extent such compensation is based on hourly rates, such compensation shall be determined in accordance with the Hourly Rate Schedule attached at Exhibit "H".

5.2 **Allocation of Compensation Among Project Phases.** 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:	_____ <u>5%</u>
TOTAL:	100%

5.3 **Compensation for Supplemental Services.** Compensation for Supplemental Services shall be determined by a separate written agreement between the District and the Architect pursuant to Section 3.1 above.

5.4 **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. 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.

5.5 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 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.

5.6 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.

5.7 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.

ARTICLE 6: 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.

ARTICLE 7: TERMINATION

7.1 Termination by District Without Cause. This Agreement may be terminated without cause by the District upon not less than ten days' written notice to the Architect.

7.2 Termination by Either Party For Cause. 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.

7.3 Termination for Lack of Funding. 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.

7.4 Suspension of Project by District. 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.

7.5 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.

7.6 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.

7.7 Compensation to Architect Upon Termination. 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 Section 5.1 above.

ARTICLE 8: 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. 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.

ARTICLE 9: 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 principles. 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.

ARTICLE 10: EMPLOYEES AND CONSULTANTS

10.1 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.

10.2 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.

10.3 **Engineer's Certification of Construction Documents.** 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.

10.4 **License and Experience Requirements.** 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.

10.5 **District's Disapproval of Individual Employees or Consultants.** 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.

10.6 **Construction Administrator/Field Representative.** 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.

ARTICLE 11: INDEMNIFICATION AND DEFENSE

11.1 **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 **Defense.** 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 **Survival of Obligations.** 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.

ARTICLE 12: 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.

12.1 **Workers' Compensation.** 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".

12.2 **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.

12.3 **Professional Liability Insurance.** 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 Exhibit "K". 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.

12.4 **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.

12.5 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".

12.6 Additional Insurance 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, and (b) additional types and amounts of insurance specified by the District relative to the Architect's Services as identified in Exhibit "K".

ARTICLE 13: 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.

ARTICLE 14: 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.

ARTICLE 15: ARCHITECT'S RECORDS

15.1 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.

15.2 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.

15.3 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.

ARTICLE 16: 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.

16.1 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 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.

16.2 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.

16.3 Step Three: Non-Binding Mediation. 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.

16.3.1 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.

16.3.2 Submission to Mediation and Selection of Mediator. 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.

16.3.3 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.

16.4 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:

16.4.1 Initiation of Arbitration. 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.

16.4.2 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.

16.4.3 **Hearing Days and Location**. 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.

16.4.4 **Hearing Delays**. Arbitration hearings shall not be delayed unless the arbitrator agrees that the Party requesting the delay has shown good cause for the delay.

16.4.5 **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.

16.4.6 **Discovery**. 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.

16.4.7 **Authority of Arbitrator**. The arbitrator shall have the authority to hear dispositive motions and issue interim orders, interim or executory awards, and final orders and awards.

16.4.8 **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.

16.4.9 **Consolidation and Joinder**. 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.

ARTICLE 17: MISCELLANEOUS

17.1 **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.

17.2 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.

17.3 Entire Agreement; Modification. This Agreement represents the entire understanding between the District and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement (and the duties, responsibilities, and 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.

17.4 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

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Director, Risk Services
Telephone No.: (714) 438-4800
Fax No.: (714) 438-4689
E-mail: bkerwin@cccd.edu

To the Architect:

Attn: _____

Telephone No.: _____
Fax No.: _____
E-mail: _____

With a copy to:

Attn: _____

Telephone No.: _____
Fax No.: _____
E-mail: _____

17.5 **Time.** Time is of the essence of every provision contained in this Agreement.

17.6 **Incorporation of Recitals.** All of the recitals set forth in this Agreement are by this reference incorporated in and made a part of this Agreement.

17.7 **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.

17.8 **Construction.** 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.

17.9 **Governing Law.** 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.

17.10 **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 every respect. Nothing herein shall affect the right to serve process in any other manner permitted by law.

17.11 **Counterparts.** 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.

17.12 **Captions.** 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.

17.13 **Severability.** 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.

17.14 **Further Assurances.** 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.

17.15 **No Waiver.** 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.

17.16 **Rights and Remedies.** 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.

17.17 **Joint and Several Liability.** 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.

17.18 **Confidentiality.** 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 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.

CCCD Contract No.: _____

This Agreement is entered into as of the day and year of later execution below.

ARCHITECT

COAST COMMUNITY COLLEGE DISTRICT

By: _____

By: _____
President, Board of Trustees

Print Name: _____

Date:

Date:

Architect's Federal Taxpayer I.D. Number:

CCCD Contract No.: _____

EXHIBIT "A"
DESCRIPTION OF PROJECT

Description:

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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 1/2" 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 CONSTRUCTION."	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 the following:

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.

EXHIBIT "E"

AUTHORIZED ADDITIONAL SERVICES

None.

EXHIBIT "F"

EXCLUDED DESIGN SERVICES

None.

EXHIBIT "G"

SCHEDULE OF COMPENSATION*

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As total compensation for the Architect's performance of the Basic Services, the Architect shall receive the sum of _____ Dollars (\$_____).

EXHIBIT "I"

FEE PAYMENT SCHEDULE

Sheet 1 of 1	
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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 approved Construction Documents
Bidding Phase:	\$ _____	Invoiced monthly up to this amount
Construction Period:	\$ _____	Invoice monthly up to this amount
Construction Close-out:	\$ _____	Upon completion of items required by Section 2.10
Total Fee:	\$ _____	

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 Service 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 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.

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.

CCCD Contract No.: _____

EXHIBIT "L"
DESCRIPTION OF BOND PROGRAM
(IF ANY)

EXHIBIT "M"

ARCHITECT'S STATEMENT OF QUALIFICATIONS AND PROPOSAL



STREAMING MEDIA 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 _____ Day of _____, 200____ ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and _____ ("Client"), with its principal place of business at: _____.

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, a net amount equal to the amount SMH would have received and retained in the absence of such required 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
SMH FORM - TOS 090320

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 CONSEQUENTIAL 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.

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: _____

Billing Email: _____

Billing Address: _____

Billing City: _____

Billing State: _____ Zip/Postal: _____

Country _____

CLIENT SIGNATURE

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.**

STREAMING MEDIA HOSTING

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 _____ between Dedicated Hosting Services, Inc. d/b/a Streaming Media Hosting and _____, 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

DATE

STREAMING MEDIA HOSTING SIGNATURE

DATE

COOPERATIVE AGREEMENT NO. 10-CCC PUENTE-18
Between
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA
PUENTE PROJECT
and
COAST COMMUNITY COLLEGE DISTRICT
FISCAL YEAR 2010-2011

THIS AGREEMENT is entered into between The Regents of the University of California, (hereinafter called "The Regents"), on behalf of the Puente Project (hereinafter called "Puente"), and Coast community College District, on behalf of Golden West College (hereinafter called "Recipient").

WHEREAS, The Regents administer Puente, which has established guidelines for Puente community college programs, provides training for Recipient personnel who are implementing these programs, and requires Recipients to meet certain reporting requirements; and

WHEREAS, The mission of Puente is to increase the number of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors to future generations; and

WHEREAS, The California Community Colleges and The Regents have entered into a Memorandum of Understanding (MOU) (1997) which calls for increased transfers to the University of California and expansion of Puente;

NOW THEREFORE, the parties mutually agree as follows:

I. PERIOD OF PERFORMANCE

This Agreement shall be in effect from July 1, 2010 to June 30, 2011.

II. STATEMENT OF PERFORMANCE

Recipient and Puente shall work together to continue to provide a program for educationally disadvantaged students at Golden West College.

The current *Puente Community College Program Implementation Guidelines* is incorporated into this Agreement by reference as though set forth in full and outlines program responsibilities, roles, and expectations for Puente, Recipient, and their staffs in detail. Puente and Recipient agree to follow these guidelines for the Puente program. No changes in the Puente model shall be made without the agreement of The Regents' Puente Executive Director.

Puente will provide continued support in the form of instructor and counselor training as described in Article VI. Recipient will comply with all terms set forth in this Agreement.

III. AWARD AMOUNT AND PAYMENT

The Regents will provide mentor support funds of \$1,500 for the period stated above.

Payment of the amount stated above may be provided upon execution of this Agreement by both parties and submission of the **Certificate of Insurance**, as required by Article XII.

If sufficient funds are not appropriated by the State of California for this program, or if funding for any fiscal year is reduced or deleted, this Agreement shall either be cancelled pursuant to the applicable Agreement termination provisions or amended to reflect a reduction in funds.

IV. FINANCIAL ACCOUNTING, RECORDS, REPORTS

- A. Funds provided under this Agreement are to be used for mentor activities such as field trips, meetings, orientations. Funds may not be used for office furniture (such as, file cabinets, desks, tables, chairs) or for office renovations or construction, or equipment (e.g., computers and printers).

- B. Interest earned on funds provided through this Agreement may only be used for purposes of the project herein supported. Any unexpended funds must be returned to the University of California. The check, made out to the Regents of the University of California, should be sent by August 31, 2011, to Frank Garcia, Executive Director, UCOP/Puente, 300 Lakeside Drive, 7th Floor, Oakland, CA 94612-3550.
- C. Allowable costs and financial administration shall be governed by Recipient's institutional standards and those set forth in this Article.
- D. Recipient shall maintain accounts, records, and other evidence pertaining to all costs incurred for the Puente program, including those covered from other sources.
- E. The Regents/Puente shall have access to and the right to examine and audit any directly pertinent books, documents, papers, and records for three years after expiration or termination of this Agreement.
- F. Financial reports and line item budgets may be periodically requested by the Puente Executive Director for programmatic reasons.

V. RESPONSIBILITIES OF THE RECIPIENT

- A. Recipient shall offer a two-semester sequence of courses consisting of Pre-English 1A (or its equivalent) in the fall 2010 and English 1A (or its equivalent) in the spring 2011 for designated Puente students, who qualify using the Golden West College English class assessment process, and as outlined in the Puente *Community College Program Implementation Guidelines*.
- B. Recipient shall provide services including teaching, counseling, and mentoring components to first-year students, and counseling and follow-up services until the student transfers to a four-year college or leaves the Recipient.

C. Recipient shall select and hire the following staff:

- 1. A full-time writing instructor whose schedule enables him or her to be a full team participant over at least a one-year period (Pre-English 1A, fall, and English 1A, spring, courses). The writing instructor shall be assigned to the Puente class and shall also receive reassigned time equal to a composition class for Puente co-coordination.
- 2. A full-time counselor assigned 50% to the Puente program and 50% to general counseling. The 50% non-Puente assignment should not be for coordinating or managing another major program assignment, such as the transfer center.

In order to assure that students receive continuity of program services, temporary, part-time, or hourly counselors or writing instructors will not be approved.

- 3. Teaching and counseling staff will be selected in consultation with Puente. This consultation process may include an on-site interview and/or classroom observation by Puente state or regional office staff. Recipient maintains final selection discretion.

Any changes in Recipient's teaching or counseling staff must be discussed in advance with the Puente Executive Director or his designee. Personnel changes or additions made without prior consultation may result in the Recipient paying for the cost of training the replacement staff. This cost is \$2,500 per person.

Any additional staff (reading and math instructors, tutorial or mentoring personnel) must be approved by the Puente Executive Director or his designee.

- 4. Clerical assistance for Puente of at least 10 hours a week.

D. Recipient shall provide office and administrative support in accordance with the following:

- 1. Recipient shall contribute, from its own resources or Title V funds, or through shared resources such as the transfer center, program-operating costs of at least \$5,000 for student field trips, trips to universities, participation in the

annual student motivational conference, mentor, academic and cultural activities, office supplies, books and curriculum materials.

2. Recipient is responsible for providing office space in the counseling department area for the counselor, including access to a computer terminal for scheduling and counseling students. Office and equipment shall be provided by the beginning of the first day of instruction of 2010.
 3. Recipient agrees to provide office space and access to a computer terminal for clerical assistance. Office and equipment shall be provided by the first day of instruction of 2010.
 4. Recipient is responsible for providing access to long distance and fax telephone and email services for the counselor, instructor, and person(s) providing clerical assistance to support the Puente program.
 5. Recipient shall provide direct administrative oversight of the Puente administrative/program operational funds, and agrees to provide to the Puente on-site team access and authority to spend stated funds. The Recipient share of the Puente operating costs shall be in place by September 15, 2010.
- E. Recipient agrees to release counselor(s) and instructor(s) to attend all required Puente training sessions and to take students on field trips to colleges and cultural events. New team members selected for Puente shall participate in the assigned Puente Summer Institute (PSI), a weeklong, residential, mandatory training in July 2010.
- F. Recipient agrees to schedule each semester a Personal Development/Guidance (PD) course taught by the Puente counselor.
- G. Recipient shall submit reports as specified by The Regents' Puente Office as described in Articles IV and VII of this Agreement.

VI. RESPONSIBILITIES OF PUENTE

- A. Training: Puente will provide the following staff development programs at no cost to Recipient:
1. Puente Summer Institute: Initial mandatory training (weeklong, residential) for new counselors and writing instructors selected to participate in Puente. Training program will include instruction on improving student writing, incorporating literature focusing on the Mexican American and Latino experience, as well as other multicultural literature; effective counseling strategies; incorporating mentoring into the curriculum; working as a team to establish and implement the program; and program accountability.
 2. Ongoing training for instructors and counselors participating in Puente, consisting of at least two regional or statewide training sessions and area network meetings as needed.
 3. Ongoing support and resources for training.
 4. Ongoing support provided by Puente regional or state office staff through site visitations, telephone, fax and email consultations.
 5. Instructor and counselor resource materials and mentor recruitment materials.
- B. Assessment: Puente will provide ongoing program assessment, including student outcome data analysis, statewide and local site assessment, data collection and reports, provided that the site teams and district office deliver student data.

VII. PROGRAMMATIC REPORTING REQUIREMENTS

Recipient will provide student and college data necessary to determine the impact of Puente. Data collected include, but are not limited to: student information forms, student activities surveys, official grades for each term, student update forms, and statistics regarding the college's ethnic breakdown, retention/graduation rates, and transfer rates. Students will also participate in interviews, complete questionnaires, and/or complete other assessment instruments necessary to determine the outcome of Puente. In no case will data be collected which identifies individual students without a release form signed by the student.

Data Collection Schedule: Because Puente staff coordinates data collection and reporting for both college and high school Puente programs, it is critical that the due dates be observed. Data is collected twice each year, with forms mailed from Puente in October and April. The counselor or instructor should return the SIBF forms, the student update forms and the official grade sheets to the Puente State Office as designated below.

1. FALL TERM:

<u>Item</u>	<u>Due Date</u>
Student Information Bubble Forms (SIBF)	October 29
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

2. SPRING TERM:

<u>Item</u>	<u>Due Date</u>
SIBF (new students only)	May 9
Student Update Form (continuing students)	May 9
Official Grade Sheet	End of term (instructor sends legible copy to Puente State Office)

Please send completed forms and other data to the Puente State Office.

VIII. COLLECTION OF INFORMATION

In cases where the Recipient collects information by interview or by questionnaire from students, parents, or the public in connection with Puente, the Recipient may not, without prior written approval from The Regents, represent in any way that information is being collected by or for The Regents and Puente.

IX. PUBLICATION AND ACKNOWLEDGMENT OF PARTICIPATION IN THE REGENTS' PUENTE PROGRAM

The Recipient may publish results of its local Puente site activity provided that such publications (printed, visual, or sound) contain an acknowledgment of participation in the Puente program, administered by The Regents, and a statement that findings, conclusions, and recommendations are those of the author or Recipient personnel only and do not necessarily represent the view of The Regents and the Puente State Office. Two copies of all such publications must be furnished to the Puente Executive Director following publication. Such publications include sections of larger reports which describe Recipient activities.

X. USE OF PUENTE NAME

It is hereby recognized that the use of the term "Puente Project" is to apply only to programs that have been authorized by the Puente Executive Director. The Recipient must advise the Puente Executive Director or his designee of any planned proposals which solicit funds for the Puente program or any program which is modeled on Puente as soon as feasible. All such proposals must include a letter of support from the Puente Executive Director or his designee.

Any public announcements using a press release must receive prior authorization from the Puente Executive Director or his designee.

Any publication produced by the Recipient which includes a description of Puente shall use *either* of the following descriptions, ad verbatim:

"The Puente Project is a national-award winning program that has helped tens of thousands of educationally disadvantaged students who enroll in four-year colleges and universities, earn degrees, and return to the community as leaders and mentors

to future generations. Begun in 1981, Puente combines accelerated instruction, intensive academic counseling, and mentoring by members of the community."

"The Puente Project helps to prepare educationally disadvantaged students for college admission and success through its combination of accelerated instruction, intensive academic counseling, and mentoring by members of the community."

If a more-in-depth description (for example, a brief history of the program, numbers of students and sites served, etc.) or if a deviation from this standard description is requested, the Recipient will contact the Puente State Office (510-987-9548).

XI. INDEMNIFICATION

Recipient shall defend, indemnify, and hold Puente, The Regents, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Recipient, its officers, employees, or agents.

The Regents shall defend, indemnify, and hold Recipient, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of The Regents, its officers, employees, or agents.

XII. INSURANCE

The Recipient at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force and maintain insurance as follows:

1. Commercial Form General Liability Insurance (contractual liability included) with limits as follows:

(a) Each Occurrence	\$1,000,000
(b) Products/Completed Operations Aggregate	\$3,000,000
(c) Personal and Advertising Injury	\$1,000,000
(d) General Aggregate	\$3,000,000

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit no less than one million (\$1,000,000) per occurrence if using automobiles in conducting research under this Agreement.

3. Workers' Compensation as required under California State law.

4. Commercial Blanket Bond with a limit not less than the amount of grant funds provided by this Agreement in Recipient's possession at any one time covering all employees of Recipient, including coverage to protect money and securities as found in a Comprehensive Crime Policy.

5. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of The Regents and the Recipient against other insurable risks relating to performance of the agreement.

6. The coverages required under this Article shall not in any way limit the liability of the Recipient.

7. The coverages referred to under (1) and (2) of this Article shall name "The Regents of the University of California" as Additionally Insured. Such a provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of Recipient, its officers, employees, and agents. A thirty (30)-day advance written notice (10 days for non-payment of premium) to The Regents of any modification, change or cancellation of any of the above insurance coverages is

required. Upon the execution of this Agreement, Recipient shall furnish The Regents with Certificates of Insurance evidencing Recipient's insurance coverage and Additional Insured Endorsements demonstrating that The Regents are an Additional Insured on the applicable policies.

NOTE: Payment will be withheld until Certificate(s) of Insurance have been received by The Regents.

XIII. AFFIRMATIVE ACTION/NON-DISCRIMINATION

Recipient agrees that when applicable, the following are incorporated herein as though set forth in full: the non-discrimination and affirmative action clauses contained in Executive Order 11246, as amended, relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin, and the implementing rules and regulations contained in Title 41, part 60 of the Code of Federal Regulations, as amended; the non-discrimination and affirmative action clause contained in Section 503 of the Rehabilitation Act of 1973, as amended, relative to the employment and advancement in employment of qualified individual(s) with a disability without discrimination, and the implementing rules and regulations in Title 41, part 60-741 of the Code of Federal Regulations; the non-discrimination and affirmative action clause of the Vietnam Era Veterans Readjustment Assistance Act of 1974 relative to the employment and advancement in employment of qualified disabled veterans, recently separated veterans, Vietnam era veterans, veterans who served on active duty in the U.S. military, ground, naval or air service during a war or in a campaign or expedition for which a campaign badge has been authorized, and Armed Forces service medal veterans, without discrimination, and the implementing rules and regulations in Title 41, parts 60-250 and 60-300 of the Code of Federal Regulations; and the non-discrimination clause required by California Government Code Section 12990 relative to equal employment opportunity for all persons without regard to race, religious creed, color, national origin, ancestry, physical or mental disability, medical condition (cancer-related or genetic characteristics), marital status, sex, age, or sexual orientation, and the implementing rules and regulations of Title 2, Division 4, Chapter 5 of the California Code of Regulations.

XIV. TERMINATION

Either party may terminate this Agreement in whole or in part without cause upon 30 days advance written notice to the other party. Unexpended advance payment balances must be returned to The Regents within 60 days of termination.

XV. AMENDMENTS

All amendments or modifications to this Agreement shall be by mutual consent of the parties and shall be in writing.

XVI. PROJECT PERSONNEL AND OTHER CONTACTS

The Regents' Puente Contacts

Program Matters:

Frank García, Executive Director
Puente, University of California
300 Lakeside Dr., 7th Floor
Oakland, CA 94612
Email: Frank.Garcia@ucop.edu .
Phone: (510) 987-0860

Contractual Matters:

Lourdes DeMattos, Contract and Grant Officer
Research Policy Analysis and Coordination
Office of the President, University of California
1111 Franklin Street, 11th Floor, Oakland, CA 94607
Email: Lourdes.DeMattos@ucop.edu .
Phone: (510) 987-9850

Recipient Contacts

Program Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

Fiscal Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

Contractual Matters:

Name _____ Title _____
Address _____
Email _____
Phone _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, OFFICE OF THE PRESIDENT

By: _____ Date: _____
Name: Alan Moloney
Title: Director, Strategic Sourcing

COAST COMMUNITY COLLEGE DISTRICT

By: _____ Date: _____
Name:
Title:



Appendix C to ONLINE TUTORING SERVICES AGREEMENT

STATEMENT OF WORK (SOW)

(Statement of Work Dated 6/16/10)

This Statement of Work ("SOW") is made under, and governed by the Online Tutoring Services Agreement for SMARTHINKING, entered into between Orange Coast College (Client) and Smarthinking, Inc., Master Agreement Dated September 3, 2009. Pricing offered in this SOW is valid until July 15, 2010.

A. Term of SOW:

Start Date: September 1, 2010
End Date: August 31, 2011

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

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

Tutoring Services

- 2000 # of Hours @ \$30.00 per hour
- Total Fee for Tutoring Services: \$ 60,000

Additional Services

- Annual Fee: \$3,000.00

TOTAL FEES DUE SMARTHINKING PURSUANT TO THIS SOW: \$60,000.00

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

BILLING INFORMATION

CLIENT:	<u>Coast Community College District</u>	Phone:	<u>714-438-4600</u>
Attn:	<u>District Accounting Dept.</u>	Fax:	<u></u>
Address:	<u>1370 Adams Avenue</u> <u>Costa Mesa, CA 92626</u>	email:	<u>RJacobson@mail.cccd.educ</u>
		<input type="checkbox"/> I would like to receive my invoices via email.	

CLIENT SIGNATURE

Smarthinking, Inc.

Signature

Signature

President, Board of Trustees
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Telephone: 714-438-4600

Katherine K. Clark, CEO
Printed Name and Title
1919 M Street, Suite 600
Washington, DC 20036
Telephone: 202-249-7400
Fax: 206-260-8525

☐ I would like to receive my invoices via email.
Email Address:

SMARTHINKING Rep: Eileen Salsman
e-mail: esalsman@smarthinking.com

Appendix C to ONLINE TUTORING SERVICES AGREEMENT

STATEMENT OF WORK (SOW)

(Statement of Work Dated 4/9/10)

This Statement of Work ("SOW") is made under, and governed by the Online Tutoring Services Agreement for SMARTHINKING, entered into between Orange Coast College (Client) and Smarthinking, Inc., Master Agreement Dated September 3, 2009. Pricing offered in this SOW is valid until May 15, 2010.

A. Term of SOW:

Start Date: April 30, 2010

End Date: April 30, 2011

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

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

Tutoring Services

- 500 # of Hours @ \$30.00 per hour
- Total Fee for Tutoring Services: \$15,000.00

TOTAL FEES DUE SMARTHINKING PURSUANT TO THIS SOW: \$15,000.00

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

CLIENT SIGNATURE

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

Smarthinking, Inc.

Original Contract

&

Signature

Addendums to Original Contract

President, Board of Trustees
Coast Community College District

Date

Katherine K. Clark, CEO
Signed Name and Title
1900 L St. NW Suite 301
Washington, DC 20036
Telephone: 202-543-5034
Fax: 202-260-8525

For Reference Only

SMARTHINKING Rep: Eileen Salsman
e-mail: esalsman@smarthinking.com

Appendix C to ONLINE TUTORING SERVICES AGREEMENT

STATEMENT OF WORK (SOW)

(Statement of Work Dated 09/03/09)

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

A. Term of SOW:

Start Date: September 3, 2009
End Date: August 31, 2010

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

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

Tutoring Services

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

Additional Services/Fees

- Set-up & Training \$3000

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

Client shall pay SMARTHINKING all fees within 30 days of the date this SOW is signed by Client.

CLIENT SIGNATURE

& Smarthinking, Inc.

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

Dated: SEP 03 2009

Amendments to Original Contract

For Reference Only

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

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

ONLINE TUTORING SERVICES AGREEMENT

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

I. BILLING INFORMATION

CLIENT Coast Community College District
(Orange Coast College)
Attn: Dr. Melissa Berta
Title III Project Director
Professor of Mathematics
Address: 2701 Fairview Road
Costa Mesa, CA 92628
Phone: (714) 432-5685
Fax:
e-mail: mberta@occ.cccd.edu

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

II. TERM:

A. Master Agreement Date: September 3, 2009

B. Agreement continues until July 31, 2012 or earlier if written notice of termination is made by either Party at the conclusion of an existing "Statement of Work(s)" as described below.

SMARTHINKING FIN: 52-2180596

Prices guaranteed for 30 days from date of contract initiation.

III. SERVICES:

A. SMARTHINKING Tutoring Services. At the request of Client, SMARTHINKING shall provide to a person enrolled as a student in Client's institution ("Student") one-to-one online tutoring services ("SMARTHINKING tutoring services"). SMARTHINKING Services shall consist of live and asynchronous tutoring services provided via SMARTHINKING's Web site, currently located at www.SMARTHINKING.com ("SMARTHINKING.com"). See Appendix A for a description of tutoring services.

B. SMARTHINKING Professional Services and Platform Licensing. At request of Client, SMARTHINKING shall provide to Client professional services ("SMARTHINKING professional services") to support Client's implementation and operation of SMARTHINKING tutoring services at its Institution. At request of Client, SMARTHINKING shall provide Client with a platform license to operate its tutors using the SMARTHINKING platform and hosting. See Appendix B for a description of professional services and platform licensing.

C. Exclusions. SMARTHINKING shall not be responsible for obtaining or providing any communications hardware necessary to access or use the SMARTHINKING Services, including, but not limited to, Internet service, telephones, access lines, modems and computer equipment.

D. Access. SMARTHINKING shall provide Client with usernames and passwords to provide to students that will allow them to access the services provided by SMARTHINKING. SMARTHINKING will track and report on the use of such usernames and passwords.

IV. SCOPE and SERVICE FEE:

A. Scope. SMARTHINKING shall provide Client with the services, as set forth in Appendixes A and B, as described in an initial Statement of Work (SOW) (Exhibit C), and any subsequent Statement (s) of Work that are signed by the Parties and are incorporated into and made part of this Online Tutoring Services Agreement. All SOWs shall be dated and contain a term or end date.

B. Service Fee. In consideration of the SMARTHINKING Services described in a SOW, Client shall pay SMARTHINKING all fees as set forth in Appendix C within thirty (30) days of the Date the SOW is signed by Client. The provisioning of SMARTHINKING Services is contingent upon full payment.

SMARTHINKING:



Signature

Katherine K. Clark, CEO
Printed Name and Title

CLIENT:



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

Dated: SEP 03 2009

V. GENERAL

1. TERM AND TERMINATION.

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

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

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

1.4 **Effects of Termination.** Upon termination or expiration of this Agreement, the rights and licenses granted herein shall immediately terminate. If termination is the result of an uncorrected material breach, SMARTHINKING shall refund to Client any monies paid by for tutoring hours that were not used prior to termination of the agreement.

2. ACCESS CONTROL.

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

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

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

3. PAYMENT.

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

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

4. MARKETING AND SURVEYS.

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

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

5. USE OF SMARTHINKING.COM.

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

6. INTELLECTUAL PROPERTY.

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

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

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

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

9. GENERAL PROVISIONS.

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

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

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

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

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

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

Appendix A: Tutoring Services

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

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

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

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

A.3 Deduction of Purchased Tutoring Hours. As Client's students use the service, time is deducted from Client's master account based on the services used. Client can monitor student usage from their administrative account, and student accounts can be limited by time and/or subject area. Hours purchased must be used within a 90-day period. Time is deducted from Client's account according to the following:

Service Used	Charge to Client Account
Real Time Interaction with e-structor	15 minutes per minute plus 5 minutes per session for processing and archiving
Submission to Online Writing Lab	35 minutes or 65 minutes
Pre-scheduled Session with e-structor	30 minute minimum increments plus 5 minutes per session for processing and archiving.
Submission of Asynchronous Questions	20 minutes

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

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

A.5 Inclusions in Tutoring Fees.

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

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

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

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

B.2 Onsite Training

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

Original Contract
&
Addendums to Original Contract

For Reference Only



COPYRIGHT LICENSE AGREEMENT

THIS COPYRIGHT LICENSE AGREEMENT ("Agreement") is hereby entered into as of June 15, 2010 by and between Core Performance Concepts Inc. ("Licensor"), a corporation, with offices at 25108 Marguerite Pkwy, Ste A-80, Mission Viejo, CA 92692 and Coast Community College District ("Licensee" and collectively, the "Parties"), with offices at 1370 Adams Avenue, Costa Mesa, CA 92626.

RECITALS

WHEREAS, the Licensor is the copyright holder and owner of all proprietary interest in *Achieve PMP® Exam Success* training course, which includes a) Participant Materials, which includes (1) a book, *Achieve PMP® Exam Success*, and (2) a participant guide, *Achieve PMP® Exam Success Participant Guide*, and (3) applicable handouts, (the "Participant Material"), and b) Instructor Materials, which includes (1) the *Achieve PMP® Exam Success* presentation materials, (2) instructor notes, and (3) applicable handouts, (the "Instructor Material"), (and collectively, the "Material"); and

WHEREAS, the Licensor owns all rights in and to the Material and retains all rights to the Material that are not transferred herein, and retains all common law copyrights and all federal copyrights that have been, or that may be granted by the Library of Congress;

WHEREAS, the Licensor has the exclusive right to license others to produce, copy, make, or sell the Material;

WHEREAS, the Licensee wants to obtain, and the Licensor has agreed to grant, a license authorizing the use of the Material by the Licensee subject to the terms and conditions of this Agreement; and

WHEREAS, Licensor and Licensee are duly authorized and capable of entering into this Agreement;

NOW THEREFORE, in consideration of the above recitals and the mutual promises and benefits contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

1. Grant of License.

- a. **Participant Material.** Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Participant Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:
 - 1) To conduct a face-to-face PMP® Exam Preparation training program; and
 - 2) To distribute copies of Participant Material to participants in the PMP® Exam Preparation training program.
- b. **Instructor Material.** Licensor hereby grants to the Licensee, and the Licensee hereby accepts, a non-exclusive, non-transferable license to exercise the rights in the Instructor Material, in any and all media (including but not limited to electronic, print, video, audio, and any other technology now known or that may be developed in the future), as follows:
 - 1) To conduct a face-to-face PMP® Exam Preparation training program; and
 - 2) To use Instructor Material in presentation of the PMP® Exam Preparation training program; and
 - 3) To distribute copies of Instructor Material ONLY to PMP® Exam Preparation training program instructors approved by Licensee.

2. Ownership and Use of Material.

Licensor shall remain the sole owner of the copyrights in the Material. Licensee shall enjoy only the rights set forth above, and nothing in this Agreement shall entitle Licensee to make any claim to ownership of the copyrights in the Material. The Licensee hereby acknowledges and agrees that the rights granted to the Licensee by and obtained by the Licensee as a result of or in connection with this agreement are license rights only and that nothing contained in this Agreement constitutes or shall be construed to be an assignment or exclusive license of any or all of the Licensor's rights in the Material. Licensee may not make any other use of the Material other than those authorized above without prior written approval from Licensor.

3. Restrictions.

The license granted in Section 1 above is expressly made subject to and limited by the following restrictions:

- a. Limited Use. This permissions granted to the Licensee under this Agreement apply only to the uses and purposes stated herein and the Licensee may distribute, publicly display, publicly perform, or use in any advertising the Material only under the terms of this Agreement. The Licensee may not sublicense the Material. Any use that is inconsistent with the limited license provided hereunder shall be a violation of the Licensor's copyright and subject to copyright law.
- b. No Modification. The Licensee shall not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, sublicense, transfer, assign, rent, sell, or otherwise convey the Material obtained from the Licensor in any way not specifically granted in Section 1 above without the prior written consent of the Licensor.

4. Updated Versions.

Material will be updated from time to time at the Licensor's discretion, but such Updated Versions will be completed at least once each four years or as necessary when edition changes for the *PMBOK® Guide*, or other source material are released. Licensee agrees to install and begin using all Updated Versions as of the date designated by Licensor. The Licensor shall only provide maintenance for the most recent Updated Version of the Material. The Licensor's designation of an item as a new version or an enhancement rather than an Updated Version shall be conclusive unless clearly erroneous.

5. Delivery.

The Licensor shall provide the Material to the Licensee in the following manner:

- a. Media. Copies of the Material shall be provided to the Licensee in book form, other physical media (e.g., digital video, disk, CD Rom, digital tape), other electronic media (e.g., electronic file transfer or otherwise), and/or phone or other electronic means (e.g., email, instant message, private network, social networking sites). Unless otherwise stated, the Licensee shall be responsible for any installation of Material on computer systems provided by Licensee.
- b. Acceptance. Material shall be deemed accepted by Licensee unless Licensee notifies Licensor in writing of a material defect in the Material within thirty (30) business days after delivery and commencement of the License.

6. Term.

The term of this Agreement shall begin on the date written above and shall continue in full force and effect for one year, unless terminated earlier in accordance with Section 12 ("Termination").

7. Fee and Payment.

- a. Fee for License. The Licensee shall pay the Licensor \$250.00 for the license for an unlimited right to use the Materials during the term of this agreement as described in Section 6. ("Term").
- b. Fee for Materials and Minimum Order.
 - 1) The Licensee shall pay the Licensor \$133.00 plus shipping and handling for each copy of Participant Materials ordered in consideration for the rights of the Licensee in and to the Material granted under this Agreement.
 - 2) The Licensee shall order a minimum of five (5) copies of Participant Material during the term of this agreement as described in Section 6. ("Term").
- c. Payment. Fee must be paid to the Licensor prior to shipment or delivery of Material unless otherwise agreed to by the Parties. Invoiced amounts shall be paid within fifteen (15) calendar days from date of invoice. Licensee may not withhold any amounts due hereunder.
- d. Certain Taxes. Prices quoted do not include and Licensee shall pay, indemnify and hold Licensor harmless from all sales/use, gross receipts, value-added, GST, personal property or other tax (including interest and penalties imposed thereon) on the transaction contemplated herein.

8. Maintenance of Records and Audit Rights.

The Licensee will keep accurate books of account and records covering all transactions relating to or arising out of this Agreement. The Licensee will permit the Licensor and its nominees, employees, accountants, agents, and

representatives to a) have reasonable access to and inspect such books and records during normal business hours on reasonable notice, and b) to conduct an examination of all such books and records. The Licensee will maintain in good order and condition all such books and records for a period of two (2) years after the termination of this Agreement pursuant to Section 13 or, in the event of a dispute between the Parties, until such dispute is resolved, whichever date is latest. Receipt or acceptance by the Licensor of any sums paid by the Licensee hereunder will not preclude the Licensor from exercising its rights hereunder.

9. Representations & Warranties.

- a. The Parties each represent and warrant as follows:
 - 1) Each Party has full power, authority, and right to perform its obligations under the Agreement; and
 - 2) This Agreement is a legal, valid, and binding obligation of each Party, enforceable against it in accordance with its terms (except as may be limited by bankruptcy, insolvency, moratorium, or similar laws affecting creditors' rights generally and equitable remedies); and
 - 3) Entering into this Agreement will not violate the charter or bylaws of either Party or any material contract to which that Party is also a party.
- b. The Licensor hereby represents and warrants as follows:
 - 1) It is the sole and exclusive owner of the copyright in the Material, and owns all right, title, and interest in and to the Material; and
 - 2) It has the legal authority to grant Licensee the License for use of the Material as specified in this Agreement, and that no other person or entity is required to give its consent for the License to be valid; and
 - 3) The Material is original, is not in the public domain, is not plagiarized, and does not contain anything that is libelous or obscene; and
 - 4) It is not aware of any violation, infringement, or misappropriation of any third party's rights or any claims of rights (including existing intellectual property rights, rights of privacy, or any other rights) by the Material; and
 - 5) It is not aware of any third-party consents, assignments, or licenses that are necessary to perform under this Agreement;

10. Indemnification.

Each party shall indemnify and hold the other harmless from liability for bodily injury, death and tangible property damage resulting from the negligent or willfully injurious acts or omissions of its officers, agents, employees or representatives acting within the scope of their work. Licensor agrees to indemnify and hold harmless Licensee for any claims, suits, damages, actions, or other costs arising out of any breach of Licensor's warranties set forth in Section 9 ("Representations & Warranties") above.

11. Limitation of Remedies & Liabilities.

The parties acknowledge that the following provisions have been negotiated by them and reflect a fair allocation of risk:

- a. Remedies. Licensee's sole and exclusive remedies for Licensor's default hereunder shall be a) to obtain the repair, replacement or correction of the defective Material to the extent warranted under Section 9 ("Representations & Warranties") or, if Licensor reasonably determines that such remedy is not economically or technically feasible, b) to obtain an equitable partial or full refund of amounts paid with respect to the defective Material.
- b. Liabilities. Licensor shall not be liable for any amount exceeding the total portion of the contract price actually paid by licensee. In no event shall licensor be liable, whether in contract, tort (including negligence) or otherwise, for any indirect, incidental or consequential damages (including lost savings, lost profit or business interruption even if Licensor is notified in advance of such possibility) arising out of or pertaining to the subject matter of this agreement.

12. Termination.

- a. Licensor shall have the right to terminate this Agreement if Licensee materially breaches a material provision, term, or condition under this Agreement.
- b. In order to terminate this Agreement pursuant to Subsection (a) above, Licensor must provide written notice to Licensee or to Licensee's successor in interest within thirty (30) days of the date of termination stating Licensor's intent to terminate and the intended date of termination.

- c. Either party may, in addition to other relief, terminate this Agreement or any license granted hereunder if the other party breaches any material provision hereof and fails within ten (10) days after receipt of notice of default to correct such default or to commence corrective action reasonably acceptable to the aggrieved party and proceed with due diligence to completion.
- d. Either party shall be in default hereof if it becomes insolvent, makes an assignment for the benefit of its creditors, a receiver is appointed or a petition in Bankruptcy is filed with respect to the party and is not dismissed within thirty (30) days.
- e. In the event that this Agreement is terminated pursuant to this Section 12, Licensee shall cease using the Material in the course of Licensee's business as soon as is commercially feasible.
- f. At the end of the Term, or upon any termination of this Agreement pursuant to this Section 12 ("Termination"), all rights, interest, and ownership of the copyright in the Material shall revert to Licensor, and shall be the sole property of Licensor.
- g. Termination of this Agreement or any licenses granted hereunder shall have no effect on the parties' rights or obligations under Section 9 ("Representations & Warranties"), or Section 11 ("Limitation of Remedies & Liabilities").

13. Disputes and Choice of Law.

The Parties agree that all disputes between them shall first be subject to the procedures in Section 12 ("Termination") and then shall be submitted for informal resolution to their respective chief executive officers. Any remaining dispute shall be submitted to a single arbitrator who shall be a former judge or attorney having experience in similar disputes. The proceedings shall be conducted pursuant to the Streamlined Arbitration Rules and Procedures and the U.S. Arbitration Act, 9th U.S.C. Sec. 1 et seq. ("Arbitration Act"). The award of the arbitrator shall include a written explanation of the decision, shall be limited to remedies otherwise available in court and shall be binding upon the parties and enforceable in any court of competent jurisdiction. This agreement shall be governed by and construed in accordance with the substantive laws of the United States and California, without regard to principles of conflicts of law, and any action shall be initiated and maintained in a forum of competent jurisdiction in such designated state.

14. Successors and Assigns.

All references in this Agreement to the Parties shall be deemed to include, as applicable, a reference to their respective successors and assigns. The provisions of this Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Parties.

15. No Agency Relationship.

This Agreement creates a licensor-licensee relationship between the Parties. Nothing in this Agreement shall be construed to establish a joint venture, agency, or partnership relationship between the Parties.

16. Notices.

Notices sent to either Party shall be effective when delivered in person, or one (1) day after being transmitted by email or other electronic medium, or one (1) day after being transmitted by fax machine, or one (1) day after being sent by overnight courier, or three (3) days after being sent by first class mail postage prepaid as follows:

If to Licensor:

Core Performance Concepts Inc.
25108 Marguerite Pkwy, Ste A-80
Mission Viejo, CA 92692
Email: jypreston@cpconcepts.net

If to Licensee:

Corine Doughty, Director, Career and Community Education
Orange Coast College
2701 Fairview Rd.
Costa Mesa, CA 92626
Email: cdoughty@occ.cccd.edu

For purposes of this Agreement, a facsimile of this Agreement and notices generated in good form by use of a facsimile, or other electronic medium shall have the same force and effect as an original and shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.

17. Counterparts/Electronic Signatures.

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. For purposes of this Agreement, use of a facsimile, e-mail, or other electronic medium shall have the same force and effect as an original signature.

18. Severability.

Whenever possible, each provision of this Agreement, will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other provision or any other jurisdiction, but this Agreement will be reformed, construed, and enforced in such jurisdiction as if such invalid, illegal, or unenforceable provisions had never been contained herein.

19. Headings.

Headings used in this Agreement are provided for convenience only and shall not be used to construe meaning or intent.

20. Entire Agreement.

This Agreement constitutes the final, complete, and exclusive statement of the agreement of the Parties with respect to the subject matter hereof, and supersedes any and all other prior and contemporaneous agreements and understandings, both written and oral, between the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first above written.

Core Performance Concepts, Inc.

By:

Janice Y. Preston

Janice Y. Preston
Chief Operating Officer

June 4, 2010
Date

Coast Community College District

By:

Signature

Jerry Patterson
President, Board of Trustees,

Date



GENERAL AGREEMENT

This Agreement for Contract Education Services ("Agreement") is entered into by and between the COAST COMMUNITY COLLEGE DISTRICT (Orange Coast College), 1370 Adams Avenue, Costa Mesa, CA 92626, hereinafter, "DISTRICT", and RESEARCH CHEFS ASSOCIATION, a Missouri non-profit organization, located at 1100 Johnson Ferry Road, Suite 300, Atlanta, Georgia, USA 30342, hereinafter, "RCA". DISTRICT and RCA are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT is authorized by Section 55170 of Title 5 of the *California Code of Regulations* and Section 78021 of the *California Education Code* to conduct Contract Instruction and Consultation Services to serve community needs;

and WHEREAS, RCA desires to contract with the DISTRICT for instruction and/or training services as identified herein.

I Recitals:

- A. **DISTRICT** provides Contract Instruction to serve community needs.
- B. **RCA** helps its affiliate, associate, chef, Culinary, food science & technology, and student members overcome the challenges of their industry by providing them with an array of benefits including education, certification, annual conference and tradeshow, networking events, and communications.
- C. **DISTRICT** and RCA have agreed it would be in each partners' mutual benefit if **DISTRICT** and RCA marketed and offered a workshop entitled.

II Agreement:

The General Agreement states the general conditions of the relationship.

Appendix A titled "Operating Principles for **DISTRICT** / RCA workshops" outlines the service; content ownership; instructor requirements; administration and pricing; service scheduling; reports; follow-up and certificates; marketing and sales; and invoice payment.

Appendix B titled "Trademark License Agreement" outlines RCA ownership of the mark and a grant of license.

III Term:

This agreement shall commence July 22, 2010 and shall continue for three years unless both parties mutually agree to terminate the contract pursuant to Clause 5 of this agreement.

IV Obligations:

It is the responsibility of DISTRICT to provide RCA with six months advance notice when scheduling each workshop in order to ensure effective RCA promotion of the workshops.

DISTRICT and RCA shall use one another's logo, in a suitable manner to all partners, on all workshop-related materials, as they pertain to this partnership.

It is the responsibility of each partner to advise the other of any changes to their own logo as soon as changes are made. Partners will not be held responsible for using new logo on materials that have been printed in advance and approved.

V Termination:

This agreement can be terminated at any time if either RCA or **DISTRICT** gives six months written notice to terminate the agreement along with an explanation as to the reason for termination.

All related workshop/training materials will be returned to each party following delivery of the final contracted workshop.

VI Prohibitions:

If at any time this agreement is terminated, **DISTRICT** and RCA will be prohibited from using any workshop-related materials provided by the other organization, or logos, without written approval.

VIII Indemnity: (reciprocal conditions apply)

RCA agrees to the fullest extent permitted by law, to defend, to indemnify and hold DISTRICT, and its trustees, directors, officers, employees and agents, harmless from and against any and all liability, loss, expense, claims by any third parties for injury or damages arising out of RCA'S performance of, or in connection with this Agreement to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the improper conduct, negligent or intentional acts or omissions of RCA, its directors, officers, employees, agents or students. Notwithstanding the foregoing, RCA's indemnification obligations shall not apply to the extent that such claims directly arise from DISTRICT'S improper conduct, negligent or intentional acts or omissions or breach of any of its obligations hereunder.

DISTRICT agrees to the fullest extent permitted by law, to defend, to indemnify and hold RCA, and its directors, officers, employees or agents harmless from and against any and all liability, loss, expense, claims by any third parties for injury or damages arising out of the performance of, or in connection with this Agreement to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the improper conduct, negligent or intentional acts or omissions of DISTRICT, its directors, officers, employees, or agents. Notwithstanding the foregoing, DISTRICT'S indemnification obligations shall not apply to the extent that such

claims directly arise from RCA'S improper conduct, negligent or intentional acts or omissions or breach of any of its obligations hereunder.

VII Disagreement: (reciprocal conditions apply)

Any disputes between RCA and DISTRICT will be discussed between senior representatives from the two establishments. If a mutual agreement cannot be reached, a third party arbitrator will be mutually selected to resolve the dispute. The decision of the arbitrator is deemed final and will not be appealed by either party. The cost of the arbitration process will be shared equally by all partners. If required a dispute will be settled according to State of California law.

VIII. Scope:

This agreement relates solely to the promotion and marketing, administration and other arrangements as described herein and in the attached appendices concerning the Culinology® Training material and has no bearing whatsoever on other services of **DISTRICT** or the RCA.

IX Notice:

All notices pursuant or permitted to be given under this agreement shall be in writing and delivered to the addresses of the parties as stated below or to such other address as notified in writing to other party.

DISTRICT **Coast Community College District**
ADDRESS 1370 Adams Ave.
 Costa Mesa, CA 92626
Tel: 714-438-4600

Research Chefs Association
Address: 1100 Johnson Ferry Rd. Suite 300, Atlanta, GA 30342
Tel: 404-252-3663
Fax: 404-252-0774

X Taxes:

All prices and expenses referred to in this agreement are exclusive of any tax or taxes or other government charges which may from time to time apply.

XI Headings:

The section headings in this agreement are included for convenience only and are not relevant to the interpretation of any provision of this agreement.

XII Counterparts:

This Agreement may be executed in two counterparts, each of which, when executed, shall be deemed an original and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date:

Signed by
Trustee, Jim Moreno
of and on behalf of
Coast Community College District

Name:
Position: Board President
Date:

Signed by
Jim Fowler
of and on the behalf of
RESEARCH CHEFS ASSOCIATION

Name: Jim Fowler
Position: Executive Vice President
Date:

Appendix A:

Operating Principles for DISTRICT / RESEARCH CHEFS ASSOCIATION Workshops

I The Service:

The following workshops will be offered by **DISTRICT** in a distance learning format in cooperation with the RCA. RCA will be responsible for informing the **DISTRICT** of any workshop material and curriculum changes as soon as they occur, and **DISTRICT** will be responsible for implementing these changes at the earliest possible date. **DISTRICT** cannot be responsible for changes of workshop material that has been already printed and approved. The workshops under discussion are as follows:

“Culinology® Workshop: Foundations in Food Science.” A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Meats and Proteins
- Lipids
- Carbohydrates
- Food Additives
- Gums and Emulsifiers
- Interactions within the Food / Food System

Culinology® Workshop: Food Safety, Packaging, Government Regulations and Sensory Evaluation. A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Hazard Analysis Critical Control Points (HACCP): Good Manufacturing Practices, pathogens and food safety, irradiation and more
- Government Food Regulations
- Packaging and Shelf Life: materials, modified atmosphere packaging, microwaving and more
- Sensory Test Methods: taste and smell, types of testing and practical applications of sensory evaluation

Culinology® Workshop: Basics of Food Processing and Food Systems. A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Low Fat/Low Sugar and High Fat Systems
- Freezing, Dehydration, Roasting, Baking and Frying
- Aseptic Processing, Sous Vide, Cook-Chill and Retorting

- Modified/Controlled Atmosphere Packaging and Microwave Processing

Culinology® Workshop: Development of Food Systems and Commercialization. A 22-contact-hour, online workshop offered in six learning modules that reference the following topics:

- Product Development
- Flavor Technology
- Developing Food Systems
- Bench top Evaluation
- Scale-Up Issues from Pilot to Production
- Mystery Basket

II Content Ownership:

The RCA retains copyright ownership of all RCA curricula and content, and the curriculum content cannot be used outside the workshops without prior written approval by the RCA.

It is recognized at the time of this agreement that the initial training materials, as well as supplementary training materials provided to DISTRICT at the beginning of this agreement, are the sole property of the Research Chefs Association and its current trainers.

The RCA will provide DISTRICT with copies of all course outlines and learning objectives as part of the partnership agreement, for teaching purposes.

DISTRICT may create additional materials which are the property of DISTRICT.

III Instructor Requirements & Training:

1. All Instructors require the following qualifications:
 - Experience in the food industry sector;
 - Formal education and training experience, accepted as either:
 - A Bachelor of Science/Arts Degree (Culinary Arts/Food Science) with 4-5 years training experience; **or**
 - A Master of Science/Arts (Food Science) with 2-5 years training experience; **or**
 - Formal culinary arts training (teaching culinary arts courses); **or**
 - Certification
 - On-going technical upgrading.
2. All Industry Representatives require the following qualifications:
 - Experience in the food industry sector;
 - Formal scientific education and training experience, accepted as 2-5 years training experience and a technical diploma.

3. To ensure the ability to offer consistent, professional quality training and instructor control, the DISTRICT agrees to receive the following support:

- Oversight by an RCA instructor the first time a workshop is held.
- Training of the DISTRICT's lead instructor(s) by an RCA instructor the first time a workshop is held. Successive workshops held at DISTRICT must be led by this lead instructor, unless expressed written permission is received from the RCA.
- Lead instructor candidates of Culinology® Workshops are required to attend and observe RCA workshops before leading them.
 - Electronic network of information and standard updates.
 - Ongoing evaluation by the attendees through evaluation feedback forms.

IV Administration and Pricing:

- DISTRICT will set the pricing per participant based on the minimums as follows:
 - Culinology® Workshop: Foundations in Food Science - \$725 (RCA Member), \$850 (Non member) - \$725 (RCA Member), \$850 (Non member)
 - Culinology® Workshop: Food Safety, Packaging, Government Regulations and Sensory Evaluation - \$725 (RCA Member), \$850 (Non member)
 - Culinology® Workshop: Basics of Food Processing and Food Systems - \$725 (RCA Member), \$850 (Non member)
 - Culinology® Workshop: Development of Food Systems and Commercialization - \$725 (RCA Member), \$850 (Non member)
- DISTRICT will be responsible for student registration, collecting registration revenue, and expenses incurred to deliver the workshops, including expenses for RCA auditor and DISTRICT trainer.
- RCA will audit content delivery the first time DISTRICT provides any of the Culinology® Workshops. Timing will be mutually agreed upon by RCA and DISTRICT, with advanced notice of a minimum of 180 days.
- DISTRICT may run Culinology® workshops as many times as they wish.

DISTRICT will have the following cancellation policy for participants:

- A student who drops a class during the first two weeks of the semester as a result of which there is a change in status will receive a tuition refund of 75% of the tuition charge which includes the materials and book costs. When a student withdraws from a class after the initial two-week refund period, there will be no tuition adjustment and the student's enrollment status will not change.

- If, for any reason, the workshop is cancelled by the DISTRICT, students will be refunded the entire registration fee.

V Service Scheduling:

DISTRICT to provide with a minimum of six months lead time for scheduling of any Culinology® workshop that requires oversight by an RCA instructor.

VI Reports, Follow-up and Certificates:

- DISTRICT to provide RCA with a list of participants and their contact information no later than 5 working days following the completion of the workshop.
- RCA is responsible for providing DISTRICT with up-to-date contact information. (Reciprocal conditions are applicable).
- DISTRICT will generate and distribute certificates to participants at the end of the workshops at the workshop location. The certificates will include logos of the DISTRICT and RCA.
- DISTRICT will submit to RCA completed workshop evaluations from participants within 5 working days following the completion of the workshop.

VII Marketing and Sales:

- All marketing materials used by DISTRICT to promote DISTRICT hosted RCA workshops will contain both RCA and DISTRICT logos.
- All relevant promotional materials and templates (as agreed upon by both parties) used by DISTRICT to promote DISTRICT -hosted RCA workshops will include the RCA logo and must be approved by RCA prior to printing or distribution.
- All relevant promotional materials and templates (as agreed upon by both parties) used by RCA to promote DISTRICT -hosted RCA workshops will include the DISTRICT logo and must be approved by DISTRICT prior to printing or distribution.
- DISTRICT will market DISTRICT-hosted RCA workshops on the DISTRICT website and through their database e-mail and fax capabilities.

- RCA will market DISTRICT -hosted workshops on the RCA website and through their database e-mail capabilities.

VIII Invoice Payment:

- DISTRICT will pay RCA a licensing fee of 17 percent of workshop registration income for each workshop held.
- The DISTRICT will provide RCA with a total registration income amount within 7 days following the conclusion of a given workshop.
- Based on the total registration income amount, RCA will invoice DISTRICT for the licensing fee within 14 days following the conclusion of a given workshop.
- DISTRICT will be responsible for invoice payment within 30 days of receipt of the invoice.

**Orange Coast College
Attn: Community and Contract Education
2701 Fairview Road
Costa Mesa, CA 92626**

Appendix B:

TRADEMARK LICENSE AGREEMENT

THIS TRADEMARK LICENSE AGREEMENT ("Agreement") is entered into and effective as of January 21, 2010 ("Effective Date"), by and between **Research Chefs Association**, a Missouri non-profit organization, located at 1100 Johnson Ferry Road, Suite 300, Atlanta, Georgia, USA 30342 ("RCA") and **Coast Community College District, a public educational form agency, operating Orange Coast College**, located at 1370 Adams Avenue, Costa Mesa, CA 92626 ("Licensee") (collectively, the "Parties").

WHEREAS, RCA is the owner of and has used the trademark CULINOLOGY, whether or not registered, (the "Mark") in connection with providing association services, trade show services, educational services, informational services, and related products and services for the food industry;

WHEREAS, Licensee desires to use the Mark in connection with providing online CULINOLOGY workshops at Orange Coast College.

WHEREAS, the Parties mutually desire to formally set forth the terms and conditions under which Licensee shall be permitted to use the Mark.

NOW, THEREFORE, in consideration of good and valuable consideration including the mutual promises and covenants set forth herein, the adequacy and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Grant of License.** RCA hereby grants to Licensee during the Term of this Agreement a non-exclusive, non-transferable license to use the Mark in the Territory on and in connection with the Services. Licensee acknowledges the retention by RCA of all rights and privileges not expressly granted by this Agreement. Licensee also acknowledges that RCA reserves and has the right to, in its sole discretion, use the Mark on and in connection with the Services in the Territory. The license granted hereunder shall not include a license to use any trademark owned by RCA other than the Mark.

2. **Ownership of Marks.** Licensee acknowledges the exclusive ownership of the Mark by RCA, agrees that it will do nothing inconsistent with that ownership, and agrees that all use of the Mark by it shall inure exclusively to the benefit of RCA. Licensee agrees that it will not at any time, including after expiration or termination of this Agreement, do or acquiesce in anything, or aid or assist any other party in doing anything, that may in any way infringe upon, harm, dilute, challenge or otherwise adversely affect the rights of RCA in and to the Mark, including attacking the title of RCA to the Mark or attacking the validity of the Mark. Nothing in this Agreement shall give Licensee any right, title, or interest in the Mark other than the right to use the Mark as provided herein during the Term of this Agreement. Licensee agrees that it does not have and shall not have as a result of the license granted herein any right to register, aid, or permit others to register the Mark either alone or in combination with any other word,

symbol, slogan, sign, device, or design, either during the Term of this Agreement or after its expiration or termination.

3. **Quality Control.** Licensee shall use its best efforts, skill, and diligence to ensure that the Services offered under the Mark are rendered in accordance with the standards, specifications, and instructions approved by RCA, are of a quality, form and nature that is substantially equivalent to the same or similar goods or services offered by RCA just prior to the Effective Date, and are of a good standard of quality. RCA has the sole right to approve the actual quality of the Services offered by Licensee in connection with the Mark. In that regard, Licensee agrees to cooperate with RCA to permit reasonable inspection of its operations, premises, finished products, printed materials, advertising, and all other matters related to the Mark or the quality of the Services. Licensee also agrees upon request to furnish RCA with samples of advertising and promotional materials related to the Services offered under the Mark. RCA hereby acknowledges that it has approved the current quality of the Services that are offered under the Mark by Licensee. Licensee shall comply with all applicable laws and regulations and obtain all appropriate government approvals pertaining to the offering of the Services covered by this Agreement.

4. **Form of Use.** RCA has the sole right to control and approve the manner and form in which the Mark is to be used and Licensee agrees to use the Mark only in the manner and form approved by RCA. To facilitate such approval, Licensee agrees at RCA's request to send RCA samples, photographs, and/or finalized layouts of advertising and promotional materials, course books, and the like related to its proposed uses of the Mark and shall refrain from such use until approval is given by RCA. RCA's approval shall not be unreasonably withheld and shall be deemed given if no objection is made within thirty (30) days of RCA's receipt of the proposed use. Licensee agrees to promptly and fully follow all directions and instructions of RCA concerning its use of the Mark.

5. **Markings.** Licensee agrees that it shall undertake what is required to safeguard and protect RCA's rights in the Mark and the goodwill associated therewith and agrees that it will not do anything, directly, or indirectly, or by omission, to diminish the value of the Mark or to impair or injure RCA's rights therein. Licensee agrees that all uses of the Mark on approved Services offered by it shall be accompanied by a marking inscription which conforms in substance to the following:

"CULINOLOGY is a trademark of Research Chefs Association. It is licensed to **Coast Community College District-Orange Coast College** and is used in accordance with the standards, specifications and express permission of Research Chefs Association."

Licensee agrees to add any other markings reasonably requested by RCA and to change the above marking if requested by RCA.

6. **Term.** This Agreement shall be effective, unless earlier terminated, for as long as Licensee uses the Mark in connection with the Services; provided, however, that RCA may terminate this Agreement without cause upon three (3) months' written notice to Licensee.

7. **Termination.** In the event Licensee breaches this Agreement and such breach is not cured within thirty (30) days of receipt by Licensee of written notice of such breach, RCA may terminate the Agreement without further notice. This Agreement shall be immediately terminated upon the following circumstances: (a) upon Licensee's cessation of use of the Mark; or (b) in the

event Licensee becomes unable to pay its debts in the ordinary course of trade or is bankrupt or insolvent.

8. **Effect of Termination.** Upon expiration or termination of this Agreement for any reason, all of Licensee's rights hereunder with respect to its use of the Mark shall immediately cease and Licensee shall not have the right to use the Mark, or permit others to do so. Licensee agrees that, upon expiration or termination of this Agreement for any reason, it will immediately discontinue use of the Mark and will remove all indications of the Mark from its premises, advertising and promotional material, course books, and the like. Licensee shall not thereafter use the Mark or any other marks or words or combinations that so nearly resemble the Mark as to be likely to deceive or cause confusion, unless specific written permission to do so shall be given by RCA.

9. **Infringement Proceeding.** Licensee agrees to promptly notify RCA of the appearance of any unauthorized use of the Mark by others that comes to the attention of Licensee. RCA reserves the exclusive right, in its sole discretion, to assert claims of infringement and to institute proceedings for infringement of the Mark either in its own name or at its option jointly with Licensee, and Licensee agrees to render such assistance in connection therewith as RCA may require.

10. **Disclaimer; Indemnification.** RCA represents and warrants to Licensee that RCA holds a valid and current ownership of the Mark and as such can authorize the licensing thereof. RCA shall defend, indemnify and hold Licensee harmless from and against any losses, claims, demands, actions, damages, costs, suits and proceedings by or against RCA or Licensee that may arise, or be made, brought or recovered by any party, by reason or on account of RCA's offering of the Mark. This provision shall survive the expiration or termination of this Agreement and shall remain in full force and effect.

11. **Warranty.** RCA warrants that Licensee will be free of liability for infringement of the rights of third parties and that every such obligation or warranty is hereby excluded.

12. **Waiver and Modification.** No future waiver, alteration, amendment, modification, or other change of any of the terms and conditions of this Agreement, whether oral, through the Parties' course of performance, course of dealing or course of conduct, or manifested in any other way, shall be binding or effective unless agreed to in writing and signed by authorized representatives of the Parties. Any such written waiver shall be effective only in the specific instance and for the purpose given. It is the express intention of the Parties that such requirement for written waivers, alterations, amendments, modifications, or other changes be strictly enforced, notwithstanding judicial precedent or statutory provisions to the contrary.

13. **Further Assurances.** Licensee agrees that it will promptly execute and deliver all documents and do all things that are reasonably requested by RCA to facilitate compliance with applicable laws, regulations, conventions and treaties of the Territory. Licensee agrees to enter into any formal license or registered or permitted user agreement and to execute or procure execution of any other document at any time and without further consideration from RCA which may be necessary to preserve the validity of the Mark, or applications or registrations thereof, or the rights of RCA therein.

14. **Notice.** Any notice required to be given under this Agreement shall be sent by overnight mail or by facsimile to the other party to the relevant address set forth below. Any

notice mailed via overnight mail shall be deemed to have been received by the addressee on the next business day following the date of mailing. Any notice sent by facsimile shall be deemed to have been received by the addressee on the same business day as the day on which such facsimile is sent or the next business day in the case of a facsimile sent after 4:00 p.m., so long as a transmission verification is received by the sender and the recipient does not notify the sender that the notice was not received in legible form. The relevant addresses are:

If to Research Chefs Association: Research Chefs Association
Executive Director
1100 Johnson Ferry Road
Suite 300
Atlanta, Georgia 30342
USA
Facsimile: (404) 252-0774

With a copy to: Stephen T. Olson
Harness, Dickey & Pierce, P.L.C.
5445 Corporate Drive, Suite 200
Troy, Michigan 48098
USA
Facsimile: (248) 641-0270

If to Licensee: Orange Coast College
President
2701 Fairview Rd., P.O. Box 5005
Costa Mesa, CA 92628-5005

With a copy to: Coast Community College District
Vice Chancellor, Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Each Party shall promptly give notice to the other of any change in name or address to which notices to it are to be sent.

15. Assignment and Sublicense. This Agreement is personal to Licensee and no rights granted to it hereunder may be sold, transferred, pledged, assigned, sublicensed, or otherwise conveyed or disposed by it in any way to any third party, including by operation of law, without the prior written approval of RCA and any purported sale, transfer, pledge, assignment, sublicense or disposition by Licensee shall be void. This Agreement is freely transferrable by RCA.

16. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their permitted successors and assigns.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any prior representations, statements, promises, communications or agreements of any kind between the Parties, whether oral, written, or implied.

18. **Severability.** In the event that any provision or any portion of any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions of this Agreement and the remaining portion of any provision held invalid or unenforceable shall nevertheless remain in full force and effect.

19. **Governing Law.** This Agreement shall be governed by and shall be construed, interpreted and enforced in accordance with the laws of the State of California, without regard to the conflict of laws provisions of that State.

20. **Counterparts.** This Agreement may be executed in two counterparts, each of which, when executed, shall be deemed an original and such counterparts together shall constitute a single instrument.

IN WITNESS WHEREOF, this Agreement is effective as of the Effective Date.

RESEARCH CHEFS ASSOCIATION

**COAST COMMUNITY COLLEGE DISTRICT
(Orange Coast College)**

Name:

Title:

Date:

Name: Jerry Patterson

Title: Board President

Date:

COMMANDER, NAVY REGION SOUTHWEST
937 NO. HARBOR DR
SAN DIEGO, CA 92312-0058

COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)
11460 Warner Avenue
Fountain Valley, CA 92708

CNRSW
1560
N00242-20100505-S10

MEMORANDUM OF AGREEMENT
BETWEEN
COMMANDER, NAVY REGION SOUTHWEST
AND
COAST COMMUNITY COLLEGE DISTRICT (COASTLINE COMMUNITY COLLEGE)

Subj: CLEP ECBT, iBT DSST, AND ECE CBT TESTING SERVICES

Ref: (a) DoD Directive 1322.8
(b) DoD Instruction 1322.25
(c) College Board Contract N00189-07-D-Z047
(d) Prometric Contract N00189-09-D-Z070
(e) Excelsior College Contract N00140-07-D-0002

1. General

a. Purpose. The purpose of this Memorandum of Agreement (MOA) is to provide guidelines for acquiring CLEP eCBT, iBT DSST, and ECE CBT testing services on or near military installations from a National Test Center (NTC) college and/or university based on references (a) through (e).

b. Participants. Signature parties to this agreement are Commander, Navy Region Southwest (CNRSW) for Naval Weapons Station Seal Beach (NWSSB) and Coast Community College District (Coastline Community College), the Academic Institution (AI) operating as a National Test Center (NTC) for College-Level Examination Program® (CLEP® eCBT), Internet-based DSST®, and Excelsior College® (ECE CBT) testing programs.

c. Background. For the CLEP eCBT testing program, NTC operates under a Technology-Based Testing Center Management and

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

Administration Agreement (hereinafter referred to as "Test Center Agreement") with Educational Testing Service (ETS), who is an authorized vendor of the College Entrance Examination Board (hereinafter called the College Board.) For the iBT DSST testing program, a NTC operates under a Letter of Agreement with Prometric, who holds the trademark for the DSST® examinations. For the ECE CBT testing program, a NTC operates under a Letter of Agreement with Pearson VUE, which is the exclusive vendor for administration of ECE CBT.

2. Definitions

a. "Academic Institution" (AI) refers to Coast Community College District (Coastline Community College), a regionally accredited college as required by The College Board, Prometric, and Excelsior College.

b. The College-Level Examination Program (CLEP) computer-based testing program referred to as "CLEP eCBT" is comprised of 35 computer-based tests. The College Board holds all ownership and proprietary rights, including, but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the test items. ETS holds all ownership and proprietary rights, including but not limited to, copyright, trade secret, trademark, service mark, and patent rights in the ETS eCBT application System, the Test Center Handbook, and any other software, manuals, documentation, secure test administration or operational procedures.

c. The Internet-based DSST® testing program is comprised of 36 test titles (excluding the "Principles of Public Speaking" test) delivered through an Internet-Based delivery system. Prometric holds all ownership and propriety rights, including, but not limited to copyright, trade secret, trademark, service mark, and patent rights to the test items.

d. The Computer-based Excelsior College® Examinations program is comprised of 46 test titles. Excelsior College holds all ownership and proprietary rights, including, but not limited to copyright, trade secret, trademark, service mark, patent and intellectual property rights in the test items that comprise these exams. Excelsior College contracts exclusively with Pearson VUE to provide computer based testing services for the Excelsior College Examinations battery.

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

e. "Test Fee" refers to current commercial off-the-shelf CLEP eCBT and iBT DSST test fees established by The College Board and Prometric, respectively.

f. "Administration Fee" refers to a standard fee paid by DANTES under contract with The College Board, Prometric, and with Excelsior College for administration of CLEP eCBT, iBT DSST, and ECE CBT tests, respectively by a NTC operating under an MOA on a military installation, to eligible DANTES-funded military and DANTES-funded civilian examinees.

g. "Service Fee" refers to a fee charged by the AI as consideration for providing CLEP eCBT, iBT DSST, or ECE CBT services to unfunded civilian examinees (those who pay their own fees). The AI may require each unfunded civilian examinee registering to take a CLEP eCBT, iBT DSST, or ECE CBT test to pay a nonrefundable Service Fee to be collected separately, as recommended by the College Board and Prometric. The AI, in lieu of any honorarium payments from the College Board or Prometric, will retain this Service Fee.

h. "Restricted Test Center" refers to a NTC operating under an MOA with a military installation to provide CLEP eCBT, iBT DSST, and ECE CBT testing services to the following categories of examinees:

(1) Military personnel (active and/or reserve).

(2) DANTES-funded eligible civilian employees and spouses of participating Reserve Component and Coast Guard personnel if testing at a Reserve Component or Coast Guard installation.

(3) DANTES-funded Department of Defense Acquisition civilian employees.

(4) Adult family members of military and DoD employees.

(5) Other civilians enrolled in the on-based voluntary Education program.

(6) In the overseas environment, those others authorized under the Status of Forces Agreement.

Except for examinees in categories (1), (2) and (3), all others are tested on a space-available basis according to Service policies.

3. Responsibilities

a. The AI will:

(1) Be a member of Servicemembers Opportunity Colleges (SOC) with an established policy for acceptance of CLEP and DSST examinations. The AI credit-by-examination policy needs to identify minimum passing score requirements for individual CLEP and DSST exams with corresponding course requirements.

(2) Operate the National Test Center under a "Test Center Agreement" with ETS and Letters of Agreement with Prometric and Pearson VUE.

(3) Comply with all terms and conditions of the "Test Center Agreement" and "CLEP Addendum" between the AI and ETS for the administration of CLEP eCBT examinations and with the Letter of Agreement and *DSST Internet Based Test Administration Guide* with Prometric for the administration of the iBT DSSTs.

(4) Provide required resources for administering CLEP eCBT, iBT DSST, and ECE CBT examinations as described in the "Test Center Agreement" and the *DSST Internet Based Test Administration Guide*, respectively, to include computer equipment, commercial Internet service, technical support, and test administrator support.

(5) Meet all operating guidelines and requirements as specified in the *CLEP Test Center Handbook*, *DSST Internet Based Test Administration Guide*, and the *Pearson VUE Excelsior College Military Funded Program Client Guide*.

(6) Provide CLEP eCBT and iBT DSST, and ECE CBT testing services to DANTES-funded military and civilian examinees and, on a space-available basis, to all other examinees.

(7) Accept a standard test administration fee of \$20 per test paid by DANTES to The College Board and Prometric for eligible DANTES-funded military and civilian examinees. The College Board and Prometric will issue checks to the AI for the total number of administered CLEP eCBT and iBT DSST tests, respectively, to eligible DANTES-funded examinees. For unfunded civilian testing, the AI may elect to charge a service fee to compensate the AI for its efforts to provide and maintain a test center. This non-refundable advance service fee should not exceed \$20 per test from each prospective civilian examinee.

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

(8) Provide the on-base Navy College Office with a copy of all DANTES-funded CLEP eCBT test results for military personnel and a consolidated daily attendance/testing report for scheduled test dates. The AI also agrees to provide a copy of CLEP eCBT test results to all examinees upon completion of exam, with the exception of the English Composition with Essay examination.

(9) Provide the on-base Navy College Office with a copy of all DANTES-funded iBT DSST test results for military personnel.

(10) Provide the on-base Navy College Office with a copy of all DANTES-funded ECE CBT multiple choice test results for military personnel. Excelsior College will mail candidate results for funded extended response and mixed response exams to the on-base Education Center after posting the exam grade received from the rater.

(11) Notify the Navy College Office Direct (NCOD) and DANTES Test Control Officer, ETS, and The College Board within 24 hours of any test compromise or security breach involving the CLEP eCBT program. For the iBT DSST program, the AI agrees to notify the NCOD and DANTES Test Control Officer, and Prometric within 24 hours of any test compromise or security breach.

b. The Navy College Officer Director (NCOD), the manager for the Navy's Voluntary Education Programs, will, on behalf of CNRSW and CO, NWSSB:

(1) Provide a conducive environment for testing as described in the *DANTES Examination Program Handbook*, Part I, to include adequate electrical power and space to house and secure the AI's computer equipment.

(2) Provide repairs, as permitted by base funding and approved by CO, NWSSB, to maintain the space housing the CLEP eCBT, iBT DSST, and ECE CBT testing facility. Nothing in this MOA may be construed to obligate the United States or the Department of the Navy to any current or future expenditure of money in advance of the availability of appropriations for such purposes from the U.S. Congress. All telecommunication requirements will be at the arrangement and expense of the AI. The NCOD should confirm with the installation Information Technology personnel that this arrangement poses no security risk to the military infrastructure.

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

(3) Ensure that the Navy College Office staff provides counseling services to support CLEP eCBT, iBT DSST, and ECE CBT testing and refer examinees to the AI for testing.

(4) Cooperate with the AI to monitor and if necessary, address issues if a "no-show" rate should become excessive.

(5) Assist in publicizing the AI CLEP eCBT, iBT DSST, and ECE CBT testing program/schedule using all available local media/information sources in accordance with existing regulations and Navy guidelines.

(6) Monitor the AI's performance to ensure the AI meets the MOA requirements.

(7) Based on notification by the AI of a potential test compromise involving DANTES-funded military or civilian examinees, the NCOD will notify DANTES immediately as specified in the *DANTES Examination Program Handbook*.

(8) Before DANTES-funded CLEP eCBT, iBT DSST, and ECE CBT testing is authorized to commence under the MOA, the NCOD will provide DANTES Code 20A with an electronic copy of the executed MOA between the AI and CNRSW.

(9) Before DANTES-funded CLEP eCBT, iBT DSST, and ECE CBT testing is authorized to commence under the MOA, ensure that the DANTES TCO has returned all CLEP paper-based examinations and all DSST paper-based examinations to Prometric, has returned all ECE paper-based examinations to Excelsior College, and has provided DANTES Code 20A with a copy of the DANTES Document Receipt Form(s) which accompanied the returned tests to Prometric. All ECE paper-based examination booklets must be received and verified before Excelsior College will authorize CBT activation

(10) Provide a list of all scheduled paper and pencil candidates to the AI for online testing.

c. The parties to this MOA understand that DANTES will:

(1) Provide funding for the CLEP eCBT, iBT DSST, and ECE CBT test fees for eligible military and civilian examinees and for the CLEP eCBT, iBT DSST, and ECE CBT administration fees under the terms of the contracts between DANTES and The College Board and Prometric, respectively.

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

(2) Capture CLEP eCBT, iBT DSST, and ECE CBT test results for all DANTES-funded CLEP eCBT, iBT DSST, AND ECE CBT administrations through the DANTES Score Reporting System (SRS), and will report these test results for military personnel to their respective Service transcript and counseling systems.

(3) Provide guidance and assistance with implementing the on-base National Test Center initiative and provide managerial oversight for assessing the effectiveness of this initiative.

(4) Coordinate the investigation of any and all test compromise involving DANTES-funded military or civilian examinees and work with all parties (military, AI, College Board, ETS, Prometric and Excelsior College) to ensure timely resolution.

4. Changes. Changes may be made to this agreement by mutual written consent of both parties and will be recorded and published as addenda to this agreement.

5. Termination

(1) This MOA may be terminated by mutual consent of both parties. This MOA will remain in effect until superseded or terminated, but no longer than 5 years. Either party may terminate this MOA upon 30 days prior written notification to the other party. The NCOD will notify DANTES and provide a copy of a termination notice to DANTES Code 20A.

(2) In the event of any unauthorized disclosure of CLEP, DSST, or ECE secure testing materials, or any other breach by the AI of ETS's or Prometric test security procedures, the CNRSW or CO NWSSB retain the right to immediately terminate this MOA.

6. Expiration. This MOA will expire after 5 years, at which time it may be renegotiated and reissued.

Subj: CLEP ECBT, iBT DSST, and ECE CBT TESTING SERVICES

IN WITNESS WHEREOF, the parties hereunto have executed this MOA as of the day and year written below. This MOA shall become effective upon signature of both parties.

President, Board of Trustees
Coast Community College District
(Coastline Community College)

W. D. FRENCH
Rear Admiral, U.S Navy
Commander,
Navy Region Southwest

Date: _____

Date: _____

Energy Management Solutions Incentives Application for Business Customers

Follow the simple steps below to complete your Incentives Application:



STEP 1 Get Started


Use your SCE bill to help complete the following sections:

- 1 Customer Information
- 2 Project Site Information

STEP 2 Select Your Solutions

Refer to the Energy Management Solutions Guide, your proposal and/or Demand Response Technical Audit to complete the appropriate sections.

-  **Express Solutions**
 - 3 Express Solutions
-  **Customized Solutions**
 - 4 Customized Solutions
 - 5 Customized Solutions:
 Energy Savings and
 On-Peak Demand Reduction

-  **Technology Incentives**
 - 6 Technology Incentives
 - 7 Technology Incentives:
 Peak Demand Reduction

STEP 3 Submit Completed Application

Tell us how you want to be paid, then read and sign the Terms and Conditions and submit the completed application with required supporting documents.

- 8 Payment Information and
 Customer Acknowledgement
- 9 Terms and Conditions

1 Customer Information

If you are an SCE customer submitting a project on your own, complete part A.

If you are an Authorized Agent such as a contractor or equipment installer submitting this application on behalf of the customer, complete both sections A and B.

A. Customer (applicant)

[Submitting a project on your own]

Company/Business Name	Contact Name	Title	
COASTLINE COMMUNITY COLLEGE	CHRISTINE NGUYEN	Interim VP, Admin Services	
Company/Business Mailing Address	City	State	Zip
11460 WARNER AVE	FOUNTAIN VALLEY	CA	92708
Contact Telephone Number	Contact Fax Number	Contact E-mail Address	
714-241-6150		cnguyen@coastline.edu	

B. Authorized Agent

[Contractor and/or equipment vendor submitting application on behalf of the customer]

Authorized Agent Business Name	Contact Name
Authorized Agent Mailing Address	City State Zip
Authorized Agent Telephone Number	Authorized Agent Fax Number
Authorized Agent E-mail Address	

FLIP OPEN

JPNR	SCE Engineer	Rep Name	Partnership Name (if applicable)	Notes/Additional Info	TR
DAVID FANOUS		PCCC			
<input type="checkbox"/> Express installed	<input type="checkbox"/> Express to be installed	<input checked="" type="checkbox"/> Customized	<input type="checkbox"/> Technology Incentives		

Project Site Information

This section is for one project site where qualifying solutions will be installed.

- Please refer to your SCE bill for your Service Account Number, and to the Energy Management Solutions Guide Appendix for Building Type Code.

For more than one project site, check the Multiple Site Project box below, skip Sections 3 through 7 of this application and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions. Then go to Sections 8 and 9 to sign and complete your application. Submit the Multiple Site/Solution Worksheet and all required documents with your completed application.

Customer Reference (optional)	SCE Service Account Number	Site Address	ZIP Code	Building Type Code	Year Built	Total Sq Ft/ Facility	Site Contact Name	Site Contact Phone Number	E-mail Address
Example									
Project Name	3-000-0000-00	111 Main St.	91001	33	1950	10,000	Victor Johnson	626-555-0901	vjohnson@tdi.com
SERVER									Stevem@coastline.ed
VIRTUALIZATION	3-000-0077-46	11460 WARNER AVE	92708	6	1981	56,000	STEVE MIHATOV	714-546-7600 u	

☐ Multiple Site Project



Express Solutions

Refer to the Energy Management Solutions Guide or www.sce.com/solutions for Solution Codes, Solution Descriptions, Incentive Amounts and Program and Equipment Eligibility Requirements. Then calculate your Express Solutions incentive total. For more than five solutions, check the Multiple Solutions box below, skip Section 3 of this application and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions.

NOTE: Please read and answer the Express Solutions eligibility requirements and questions carefully before proceeding with your equipment purchase. Eligibility requirements and questions can be found in the Energy Management Solutions Guide Appendix and at www.sce.com/solutions.

Solution Code	Solution Description	Has the solution already been installed?	Date of Actual or Proposed Installation	Description of Replaced Equipment (e.g., lighting type, wattage, model #, # of units)	Unit of Measure (e.g., lamp, fixture, sq ft, hp)	Express Solutions Calculation				
						Number of		Incentive		Incentive Total
						Units Installed	\$ Per Unit			
						A	X	B	=	C
Example LT-58109	T8 Lamps and Electronic Ballasts-8-foot	<input checked="" type="checkbox"/> Yes* <input type="checkbox"/> No	10/21/2009	120-F40 T12 Cool White	Lamp		80	\$9.00		\$720.00
		<input type="checkbox"/> Yes* <input type="checkbox"/> No								
		<input type="checkbox"/> Yes* <input type="checkbox"/> No								
		<input type="checkbox"/> Yes* <input type="checkbox"/> No								
		<input type="checkbox"/> Yes* <input type="checkbox"/> No								
		<input type="checkbox"/> Yes* <input type="checkbox"/> No								

☐ Multiple Solutions (more than five)

TOTAL \$0.00

* If YES, please include/submit the following: 1) Invoice receipt(s), and 2) Specification sheet(s) for Installed Incentive(s) from vendor

NEXT PAGE



If you are submitting this application for Express Solutions incentives only, stop here. Then go to Sections 8 and 9 to sign and complete this application.



Customized Solutions

Incentives for Energy Efficiency (EE) Customized Solutions are based on a calculated approach to energy savings and demand reduction. If your project includes EE Customized Solutions, complete the table below. For more than five solutions, check the multiple solutions box below, skip Sections 4 and 5 of this application, and complete the Multiple Site/Solution Worksheet found at www.sce.com/solutions.

- Refer to your Energy Management Solutions Guide for the Solution Code, Solution Description, and Program and Equipment requirements.
- To obtain a Description of Existing Equipment refer to either a) energy savings report from the Energy Management Online Application Tool found at www.sce.com/solutions, or b) your project proposal.

	Solution Code	Solution Description	Description of Existing Equipment
Line #	<i>Example</i> LT-17492	<i>Interior lighting fixture replacement - LED fixture</i>	<i>Incandescent lighting</i>

1	OE-71521	Data center server virtualization	NORMAL SERVERS
2			
3			
4			
5			

☐ Multiple Solutions (more than five)

ESTIMATED PROJECT COMPLETION DATE

12/1/2010



Customized Solutions: Energy Savings and On-Peak Demand Reduction

For the corresponding line from Section 4, refer to your energy savings and/or on-peak demand reduction calculations from the Energy Management Online Application Tool at www.sce.com/solutions or your project proposal to complete the table below.

- Attach quote for projected equipment installation costs and equipment specifications from your contractor/installation vendor and energy savings calculations with your completed application.

Line #	Energy Savings					On-Peak Demand Reduction					Total Incentive
	Baseline Usage (kWh/yr)	Installed Usage (kWh/yr)	Energy Savings (kWh/yr)	Incentive Rate (\$/kWh)	Energy Incentive (\$)	Baseline On-Peak Demand (kW)	Installed On-Peak Demand (kW)	On-Peak Demand Reduction (kW)	Incentive Rate (\$/kW)	On-Peak Demand Reduction Incentive (\$)	
From Sec 4	A	B	= C	x D	= E1	A	B	= C	x D	= E2	E1+E2
<i>Example</i>	<i>150000</i>	<i>97,000</i>	<i>53,000</i>	<i>\$0.05</i>	<i>\$2,650</i>	<i>25</i>	<i>24</i>	<i>1</i>	<i>\$100</i>	<i>\$100</i>	<i>\$2,750</i>
1	86,515	27,935	58,580	\$0.24	\$14,059.20	8.3	2.6	5.7			\$14,059.20
2											\$0.00
3											\$0.00
4											\$0.00
5											\$0.00
		TOTAL	58,580	TOTAL	\$14,059.20		TOTAL	5.7	TOTAL	\$0.00	\$14,059.20

NEXT PAGE



Total Estimated Customized Solution Project Cost

\$126,256.00

If you are not applying for DR Technology Incentives, stop here. Then go to Section 8 and 9 to sign and complete this application.

8 Payment Information and Customer Acknowledgement

Complete the section below to let us know how you would like to be paid.

UPN# _____

A. FORM OF PAYMENT (Please check one)

- ☒ Check to Customer
[Complete B and C]
- ☐ Utility Bill Credit to Customer
[Complete C and D]
- ☐ Check to third party Payee
(e.g., contractor, corporate office)
[Complete B, C and E. Note: provide third party information in Section C.]

B. PAYEE INFORMATION ☒ Check here if Payee is same as Section 1

Payee-Customer/Business Name Contact Name Title
Coastline Community College, Christine Nguyen, Director

Company/Business Mailing Address City State Zip
11460 Warner Ave., Fountain Valley, CA 92708

Contact Telephone Number Contact Fax Number Contact E-mail address
714-241-6150 714-241-6252 cnguyen@coastline.edu

C. TAX IDENTIFICATION TYPE (Please check one)

96-6002272 Identification Number

☐ Federal Tax ID

☐ Social Security Number [SSN]

☐ Employer ID Number [EIN]

TAX STATUS (Please Check one)

- ☐ Corporation
- ☐ Non-Corp
- ☐ Individual/Sole Proprietor
- ☒ Tax-exempt, Non-profit
- COMMUNITY COLLEGE
Exempt Reason

I understand that incentives are taxable, and if greater than \$600 will be reported to the IRS unless the payee (i.e., the party receiving the incentive) is exempt. The payee will be required to submit to SCE a complete W9 for tax purposes. SCE will report incentives as income on IRS form 1099 unless the "Corporation" or "Tax-exempt, Non-profit" tax status box (above) has been checked. I understand that payee should consult their tax advisor concerning the taxability of incentives, and that SCE is not responsible for any taxes that may be imposed due to program incentive payment(s).

D. UTILITY BILL CREDIT (PLEASE COMPLETE THIS SECTION IF YOU PREFER PAYMENT IN THE FORM OF A BILL CREDIT TO THE CUSTOMER OF RECORD)

Service Account Number

3 -

Customer Account Number

2 -

E. PAYMENT RELEASE AUTHORIZATION (PLEASE COMPLETE THIS SECTION IF AN AUTHORIZED AGENT IS TO RECEIVE THE CHECK)

As the Customer, I am authorizing this payment of my incentive to the Payee named in Section 8, Part B, above, and I understand that I will not be receiving the incentive check from SCE. I also understand that my release of this payment to the Payee does not exempt me from the requirements outlined in the Application package.

Customer Name (Please Print)

Signature

Title

Date

Would you like more information about Demand Response options and/or other SCE programs that you read about in the Energy Management Solutions Guide? Check all that apply.

☐ Demand Response Programs (please specify)

☐ California Solar Initiative

☐ Other (please specify)

☐ Savings by Design

☐ OnBill Financing

☐ ENERGY STAR® Benchmarking

NEXT PAGE

Applicant Agreement Regarding Program Terms and Conditions

UPN#

I, the Applicant (and Authorized Agent of the Applicant, if applicable), hereby agree (the "Agent") to the following terms and conditions to my participation in: (1) Express Solutions Program, (2) Customized Solutions Program, and/or (3) Demand Response (DR) Technology Incentives Program (the "Programs"). The Programs are identified and further described in the appropriate attachments to the Application, and also in the 2010 Express Procedures Manual for Business (www.sce.com/express_solutions) and the 2010 Customized Statewide Procedures Manual for Business (www.sce.com/customized_solutions), as applicable.

- 1.a **Incorporation by Reference:** The Application (together with all applicable attachments) is hereby incorporated by reference into, and made a part of, this Agreement.
- 1.b **Incorporation by Reference - SCE Partnerships** (if applicable). To the extent Applicant is a participant in an SCE 2010-2012 Local Government or Institutional Partnership, the following shall apply: In addition to the Application, the executed agreement to jointly deliver the applicable 2010-2012 Energy Efficiency Partnership Program between Applicant and SCE (and other California utilities where applicable) (the "Partnership Agreement") shall also be incorporated into this Agreement by this reference. Should a conflict exist between the terms and conditions of this Agreement and the Partnership Agreement (including but not limited to Section 10 of this Agreement), then the terms and conditions of the Partnership Agreement shall control with respect to such conflict.
2. **Limitation on Funding Availability:** Each Program has limited funding and is offered on a first-come, first-served basis until funding is depleted or the Program is terminated, whichever comes first. I further understand that submission of this Application is not a guarantee of payment by SCE, nor is it a guarantee of fund availability. Upon SCE's approval of this Application and SCE's execution of a Program project agreement, if applicable to the requested Program, incentive funds will be reserved by SCE; however, payment of any incentive is subject to post installation performance verification.
3. **Changes to Program:** Funding and conditions of each Program are subject to the jurisdiction of the California Public Utilities Commission ("CPUC"), and shall be subject to such changes or modifications as the CPUC may, from time to time, direct in the exercise of its jurisdiction. I understand that if a Program is modified in any way or terminated by order of any government entity, then this Agreement shall be revised or terminated consistent with that order. In addition, SCE may suspend or terminate any agreement related to a Program without cause (and without prior written notice) if SCE determines suspension or termination of the agreement is necessary in order to make changes to the related Program or if SCE is ordered by the CPUC to modify or discontinue a Program and/or any agreements related to a Program. I agree that SCE will not be liable for any damages or compensation of any kind that may result from the changes described in this paragraph 2.
4. **Right of Assignment:** SCE may assign any agreement related to my participation in a Program, in whole or in part, or its rights and obligations hereunder, directly or indirectly, by operation of law or otherwise, without my prior written consent, provided SCE remains obligated for payments incurred prior to the assignment. I may not assign this Application, in whole or in part, or my rights and obligations hereunder, directly or indirectly, by operation of law or otherwise without the prior written consent of SCE.
11. **Exclusive Nature of These Incentive Payments:** To be eligible for Program incentives, I agree that I have not and will not apply for or receive rebates, incentives or services for the solution(s) covered by this Application from any other utility, state or local program funded by the Public Goods Charge (PGC). I further agree that I will not apply or receive rebates, incentives, or services for the incentive(s) covered by this Application in an amount greater than the total cost of the solution(s). Because the Programs are funded by California utility ratepayers and administered by SCE under the auspices of the CPUC, I may face adverse consequences (i.e., a requirement that I return payments that were made to me or a restriction on my eligibility to participate in other programs) if I violate these restrictions.
12. **Estimated Savings May Not Equal Actual Savings:** I understand that all energy savings, incentives, and installed costs provided by SCE during the Program Application process are estimates only, and are subject to change based on SCE review and approval and that I am solely responsible for the selection, purchase, installation and ownership of the equipment and services under the Programs.
13. **Energy Benefits:** As a qualified SCE customer, I certify that the indicated energy savings products are for use in my project site and not for resale. I agree to provide SCE with documents establishing paid proof of purchase and installation of the solutions applied for in this Application. I understand the incentive payments are based on related energy benefits over the life of the product. I agree that if (a) I do not provide Southern California Edison with 100% of the related energy benefits specified in the rebate form for the life of the product or for a period of five (5) years from receipt of rebate, whichever is less, or (b) I cease to be a customer of SCE during said time period, I shall refund a prorated amount of rebate dollars to SCE based on the actual period of time for which I provided the related energy benefits as an electric customer of SCE.
14. **Risk Allocation:** I UNDERSTAND THAT SCE MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING MANUFACTURERS, DEALERS, CONTRACTORS, MATERIALS OR WORKMANSHIP, OR REGARDING SELECTION OR QUALIFICATION OF AUTHORIZED AGENTS. I ALSO UNDERSTAND, AND HAVE CAUSED MY AUTHORIZED AGENT (IF ANY) TO UNDERSTAND, THAT SCE MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, USE, OR APPLICATION OF THE PRODUCTS OR SOLUTIONS. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS, AND HEREBY RELEASE SCE, ITS AFFILIATES, SUBSIDIARIES, PARENT COMPANY, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES OF EACH OF THEM, FROM AND AGAINST ALL CLAIMS, DEMANDS, LOSSES, DAMAGES, COSTS, EXPENSES, AND LIABILITY (LEGAL, CONTRACTUAL, OR OTHERWISE), WHICH ARISE FROM OR ARE IN ANY WAY CONNECTED WITH ANY OF THE PROGRAMS.
15. **Facsimile Signature:** Copies of Applicant's signed signature page may be transmitted to SCE by facsimile or other electronic means. Copies of the signature pages so transmitted may be used for the purpose of enforcing the terms of this Agreement as though they were originals.
16. I hereby acknowledge the following (check ONLY ONE of the following options):
 - ☒ I am SELF ADMINISTERING this project. Upon project approval, if applicable to requested Program(s), I intend to enter into an agreement with SCE for delivery of energy savings/demand reduction resulting from the installation of energy efficiency and demand response solutions at the project site listed in Section 2 of this Application.
 - ☐ I have entered into a contract with the AUTHORIZED AGENT indicated below for the installation of energy efficiency and/or demand response solutions at the project site listed in Section 2 of this Application. Upon project approval, if applicable to requested Program(s), my Authorized Agent is authorized to enter into the necessary agreements with SCE for delivery of energy savings and/or demand reduction resulting from the installation of these solutions at the project site. I understand that: (i) SCE makes no warranty or representation about the Authorized Agent's qualifications; (ii) I am solely responsible for selecting the Authorized Agent to implement the project on my behalf; (iii) that the Authorized Agent is an independent contractor and not authorized to make any representation on behalf of SCE; and (iv) that SCE will have no role in resolving any disputes between me, the Authorized Agent and/or any other third parties. I further authorize all contracts and correspondence to be sent directly to the Authorized Agent specified below.

Verification and Certification: I affirm that I am authorized to enter into this Agreement and that I have read, understand, and agree to all of the specific terms, conditions and other requirements and restrictions set forth in this Agreement for each of the Programs selected in this Application for my participation. I certify that the information I have provided in the Application that accompanies this Agreement is true and correct, and the project(s) for which I am requesting Program funding meet(s) all applicable requirements as set forth in this Application. Furthermore, I understand and agree that I meet all eligibility requirements for participation in the Program(s) for which I am applying. SCE reserves the right to request additional information to verify Applicant's eligibility to participate in the Program(s).

Customer Name (Please Print)

Signature

Title

Date

Authorized Agent Name (Please Print)

Signature

Title

Date



Crystal Rose Catering **Vendor Site Agreement**

This Site Agreement ("Agreement") is entered into by and between Crystal Rose Catering ("VENDOR") and the Coast Community College District (Coastline Community College - hereinafter "CCC"). VENDOR and CCC may be referred to herein individually as "Party" or collectively as "Parties".

RECITALS

VENDOR and CCC desire for VENDOR to establish a food kiosk for the benefit of students at a designate location at CCC's Le-Jao Center, located at 14120 All American Way, Westminster, CA 92683, under the terms and conditions agreed upon herein.

AGREEMENT

Now therefore, in consideration of the mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Establishment of Crystal Rose Catering Food Kiosk.** VENDOR shall have the right, subject to the terms of this Agreement, to maintain and operate a food kiosk at the Le-Jao Center (the "Site"), located at 14120 All American Way, Westminster, CA 92683. Any improvements made by either CCC or VENDOR shall become the property of CCC and cannot be removed.
2. **Product(s).** VENDOR agrees to sell only Items that are determined by the Orange County Environmental Health Agency to be acceptable for sale from a County approved food kiosk. VENDOR and CCC have agreed upon a product and price list attached hereto as *Attachment "A"*. VENDOR shall not change products or prices without the prior written approval of CCC. CCC reserves the right to limit the selling of any product deemed not to meet the standards set by CCC.
3. **Customer Service.** VENDOR shall provide responsive customer service toward customers, and shall maintain its food preparation and service standards as required by applicable ordinance, law, statute, and CCC policy throughout the Agreement term. VENDOR's obligation includes maintaining responsive and respectful customer relations, quality product(s) and exceptional service at all times. CCC retains the right to set specific customer service and product standards should the need arise.
4. **Requirements of Food Kiosk.** The food kiosk shall have features and capacity necessary to accommodate the needs of the location. All work and storage areas must be kept clean and orderly. The Vendor must maintain the appearance of the food kiosk as required by CCC. VENDOR must always maintain the standards of cleanliness and sanitation requirements of CCC and of the Orange County Environmental Health Department.

5. **Configuration of Location.** The Site shall be placed at a location at the CCC Le-Jao Center as solely determined by CCC.
6. **Prior Approval; Quality Control.** VENDOR shall secure the advance written approval of CCC prior to the display or offering for sale of any merchandise at the food kiosk for all items not listed on Attachment A. VENDOR expressly covenants and agrees that the quality and nature of all merchandise offered for sale at the food kiosk shall not be modified during the term of this Agreement without the prior approval of CCC.
7. **Restrictive Merchandise.** Notwithstanding any other provisions of this Agreement, VENDOR expressly covenants and agrees that it will not utilize the food kiosk for the sale, display, or distribution of tobacco products, alcoholic beverages, illegal drugs, drug paraphernalia, medicines, or similar related substances or products.
8. **Utilities.** CCC shall provide to the Site, any electric power, and/or water required for the operation and maintenance of the food kiosk.
9. **Indemnification.** During the term of this Agreement VENDOR agrees to defend, indemnify and hold harmless the Coast Community College District, Coastline Community College, the District's governing board, and the District's directors, agents and employees, from and against any claims, demands and/or causes of action, damages, expenses, including reasonable attorney's fees, arising out of VENDOR's actions, inactions, or performance of services arising under this Agreement.
10. **Insurance/Licenses.** VENDOR will provide CCC with evidence of comprehensive general liability insurance in the amount of one million dollars, naming the Coast Community College District and its Board of Trustees as additional insureds for all activities of VENDOR at CCC. A certificate of insurance evidencing such coverage and additional insured endorsement shall be attached hereto, and this Agreement shall not be deemed to be in effect without said attachment. VENDOR shall also attach a copy of its current city business license and Health Department license to this Agreement, which shall not be deemed in effect without said attachment.
11. **Workers Compensation.** VENDOR agrees to provide CCC with evidence of VENDOR's Workers Compensation Insurance for its employees as required by law, which shall be attached hereto. This Agreement shall not be in effect without said attachment. VENDOR shall indemnify and hold harmless the Coast Community College District, its Board of Trustees, and its officers, agents and employees from any and all claims, demands, liens, judgments, and/or assessments arising out of injury to any of VENDOR employees.
12. **Fees.** VENDOR shall be responsible for all California State Health Department fees, maintenance costs, and any fees and taxes arising from VENDOR business operations. VENDOR shall maintain the food kiosk, work areas and storage in accordance with the cleanliness and sanitation standards of CCC and the Orange County Health Department.

13. **Employees.**

a. VENDOR agrees that it and its employees shall not violate any federal, state, local, or campus law, ordinance, statute, regulation, policy, or rule.

b. VENDOR shall not employ any person who has been convicted of committing sex offenses or of a controlled substance offense as set forth in California Education Code §87405.

c. CCC has the right to exclude from campus any VENDOR employee at any time for any reason. Upon notification to VENDOR by CCC that a VENDOR employee is unacceptable to CCC, said employee shall not come on the campus to provide service under this Agreement.

14. **Term and Termination.**

a. The term of this Agreement shall commence on August 19, 2010, or upon the date of latest signature of the Parties, whichever shall last occur. This Agreement shall remain in effect through and including August 19, 2012, at which time it shall expire.

b. This Agreement may be renewed upon mutual written agreement of the Parties. However any renewal of this Agreement shall first be approved in advance by the Coast Community College District's Board of Trustees.

c. This Agreement may be terminated prior to the expiration of its term as follows:

(1) If either Party materially defaults in the performance of any obligations arising under this Agreement.

(2) This Agreement may be terminated for any other reason by either Party upon at least thirty days prior written notice to the other Party.

15. **Notices.** All notices or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt, addressed to the other party as follows:

To CCC: Coastline Community College
 11460 Warner Avenue
 Fountain Valley, CA 92708
 Attn: Vice President, Administrative Services

With a copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Risk Services Department

To VENDOR: Crystal Rose Catering
14140 All American Way
Westminster, CA 92683

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.

16. **No Joint Venture.** Nothing herein contained shall be construed to place the Parties hereto in the relationship of partners or joint ventures and neither Party shall have any power to obligate or bind the other in any manner whatsoever.

17. **Entire Agreement, No Assignment.** Neither this agreement nor any of the rights granted hereunder may be assigned, sub-licensed or encumbered by either Party without the prior written notice to and the consent of the other Party. This Agreement, together with the Attachments hereto, constitutes the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof, and cancels, terminates, and supersedes any prior agreement or understanding relating to the subject matter hereof between the Parties hereto. None of the provisions of this Agreement can be waived or modified except expressly in writing signed by both Parties hereto, and there are no representations, promises, agreements, warranties, covenants or undertakings other than those contained herein.

18. **Applicable law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with jurisdiction residing in the County of Orange.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date last set forth below.

Crystal Rose Catering

Coast Community College District

Name: Peter Galang

Title: President/Owner

Date: _____

Jerry Patterson

President, Board of Trustees

Date: _____

EXHIBIT A.



MORNING MENU

	\$
Breakfast Sandwich	\$2.50
Variety of Yogurt	\$1.50
Fresh Fruit	\$2.00
Pastries	\$1.50
Health Bars	\$1.50
Fresh Whole Fruit (banana, apple)	\$0.75

AFTERNOON MENU

Croissant Sandwich	\$2.50
<i>turkey, ham, chicken breast or vegetarian</i>	
Entrée of the Day	varies
Fresh Fruit	\$2.00
Fresh Vegetables and Dip	\$2.00
Health Bars	\$1.50
Candy Bars	\$0.75
Chips	\$0.75

BEVERAGES

Coffee - Decaf or Regular	\$1.25
Hot Tea (12 oz)	\$1.25
Iced Tea	\$1.25
Soft Drinks	\$1.25
Bottled Water	\$1.00
Assorted Juices	\$1.75



Neo Networking, Inc. Maintenance and Support**SERVICE LEVEL AGREEMENT**

by and between

Neo Networking, Inc., a California corporation (hereinafter referred to as "Neo Networking") and

Coast Community College District (hereinafter referred to as "Client").Date: **7/25/2010**S.O. #: **CL20071108**

A. CLIENT LOCATION(S):**11460 Warner Avenue**

Street

Fountain Valley, CA 92708

City, State Zip Code

B. SCOPE OF THE AGREEMENT

1.0 Scope of Services. Under this service agreement ("Agreement"), Neo Networking will provide diagnostic, remedial and maintenance services and/or support, hotline services including but not limited to troubleshooting, testing, configuring and re-installing of defective Microsoft Back-and Front-Office applications and operating systems, to keep the Client's computer network and computer systems (listed in Exhibit "A" to this Agreement) operating (excluding hardware repair). Such services, which may also include periodic, on-site or remote operations to perform various housekeeping and system maintenance tasks, are hereinafter referred to as "Support Services". Specific Support Services provided by Neo Networking to Client are determined according to the service plans defined in Section C (and collectively referred to herein as "Service Plans") and selected by Client immediately below.

C. SERVICE PLANS: RATES AND FEES

1.0 Service Plans. This Agreement covers the Service Plan(s) selected below. Covered equipment is identified on Exhibit A

☒ **Remote Monitoring Plan - \$3000/Monthly**

Neo Networking will provide a Network Operations Center to house the remote monitoring system (hardware and software) provided by Coastline Community College for remote monitoring of critical network and server equipment. Around the clock monitoring and alerting will be provided by our staff of engineers. The Network Operations Center is in a controlled environment with cooling and uninterruptible power supply. The location is also protected by a power generator that will provide power for an additional 24 hours. The following will outline the support services under the remote monitoring plan:

1. 24x7 monitoring and administration of remote monitoring system located at the Network Operations Center.
2. Engineers on call to monitor alerts and provide initial determination or cause of the alert. Engineers will follow an outlined procedure to initiate notification to Coastline Community College's IT staff and administration. Engineers will verify that the issue has been acknowledged. Engineers will clear the alerts once the issue has been resolved by the college's IT staff.
3. Monitoring hours:
 - a. Weekdays 6:00pm to 8:00am Monday thru Thursday
 - b. Weekends 6:00pm Friday thru 8:00am Monday
 - c. 24 hour monitoring during college holidays and breaks listed in the annual college/district holiday and break calendar. These include Spring Break Friday, 3/4-day holiday weekends that include a Friday, Monday or both, Thanksgiving 4-day weekend, and Winter Break (10 workdays prior to the first workday after Jan.1).
4. Monthly testing of the remote monitoring systems will be performed.
5. Monthly reports will be provided for trouble tickets and overall health of the remote monitoring system.
6. External penetration testing will be performed and reported annually.
7. Neo Networking remote agents defined in section E will also be installed and used in conjunction with the external monitoring systems to provide additional monitoring.
8. Neo Networking engineers will be available for emergency onsite assistance if needed at rates listed below.

2.0 Standard Rates. Services provided outside of Service Plans are billed in fifteen minute increments at the following standard rates ("Standard Rates"):

- a. Business Hours rates are:

Systems Engineer \$125 per hour
- b. After Hours rates are 25% above the Business Hours rates.

3.0 Emergency Rates: If Emergency service (as defined in Section E below) is required: 1.5 x Standard Rates for Business Hours.

D. **TERM AND TERMINATION**

1.0 **Effective Date.** Service shall begin on **08/19/2010** ("Effective Date") and shall continue until 6/30/2011.

2.0 **Termination.** This Agreement may be terminated by either party with thirty (30) days written notice via certified mail after the initial term of agreement. Upon termination of this Agreement, all services provided hereunder shall cease. All other provisions shall remain in full force and effect unless otherwise specified.

E. SERVICE DEFINITIONS

1.0 "After Hours" shall mean all hours outside Business Hours, including national holidays.

2.0 "Agents" shall mean software programs installed on all monitored systems to provide proactive monitoring information. A select combination of monitoring features list below will be utilized based on client infrastructure:

- a. PC Inventory / Computer Audit
- b. PC Remote Control / Remote Support
- c. Patch Management
- d. Network Monitoring / Alerts
- e. Windows Event Monitoring / Alerts
- f. Software Deployment / Update
- g. Help Desk / Trouble Ticketing
- h. Network Policy Enforcement
- i. Integrated Reports
- j. Maximum Security

3.0 "Business Hours" shall mean 8 a.m. to 5 p.m. Monday through Friday, excluding national holidays.

4.0 "Emergency" shall mean a node failure, software corruption or virus infection that negatively and severely impacts business operations or will cause such impact within 48 hours if not remedied. Disruption of a rarely used service is not considered an emergency, unless the need for its use is unpredictable, and severely impacts business operations when needed. For example, complete backup failure is considered an emergency, because of the potential exposure, but failure of a few files to be backed-up is not; non-operation of a single desktop would not be considered an emergency, unless the critical nature of its function cannot be reproduced on another desktop PC.

5.0 "Emergency Support Response Plan" shall mean the Service Plan through which Neo Networking responds to Emergencies on an expedited basis. Neo Networking's response time (applicable to either on-site or remote work) shall be within two hours of call by Client. When an Emergency is detected through remote monitoring, Neo Networking will promptly notify Client. The Emergency Support Plan is available on a 7 days a week/12 hours a day or a 5 days a week/8 hours a day basis.

6.0 "Network Overview and Setup Plan" shall mean the service designed to set up remote monitoring and install Agents (owned and maintained by Neo Networking, Inc.) on Client's network. This plan requires that all monitored Nodes be accessible through the network. Accessibility of all Nodes may require network reconfiguration and will be performed at a fixed fee to be determined. Operating systems supported under this plan includes:

Servers: Windows NT, Windows Server 2000 & 2003
Desktops: Windows 95, 98, NT, 2000, XP

7.0 "Nodes" shall mean IT infrastructure equipment such as servers, workstations, switches, routers and firewalls.

8.0 "Pre-Scheduled Maintenance Service Plan" shall mean the Service Plan through which Neo Networking provides Client with specified hours per month of on site and remote maintenance and network administration. Maintenance shall be provided in four-hour increments and will be pre-scheduled on a repeating basis on days to be mutually agreed upon. Every effort will be made to keep pre-scheduled appointments. Scheduling conflicts may arise which may require engineer to leave early or reschedule to next available day. Services under this plan may include the following:

- a. Install all operating system and major Microsoft application Patches, as appropriate
- b. Install anti-virus signature file updates.
- c. Optimize Network.
- d. Review error logs and handling of network complaints filed by e-mail or phone.
- e. Check and correct the standard backup log files, ensuring all systems are being effectively backed up (to thus enable a partial or complete restoration in the event of an error or system problem).
- f. Check the servers' system event logs (application, security and system) for any abnormal events, follow-up and resolve such abnormalities.
- g. Check disk space usage and system performance monitoring to ensure current capacity thresholds are not being exceeded and analyze and report back to the Client for capacity planning purposes (items to be measured and analyzed include: CPU, Memory, hard disc drive/storage, Internet bandwidth, pool/page/swap files, input/output operations).
- h. Ensure all software patches, upgrades and data files (e.g., virus pattern files, etc.) required and recommended by the manufacturer are fully tested and implemented.
- i. Ensure all automated processes are functioning correctly (e.g., database de-fragment, Microsoft Exchange de-fragment, anti-virus automatic downloads, user login files etc.).
- j. Ensure all users are set up correctly with their own username, passwords and properties
- k. Investigate and resolve any non-urgent requests that are outstanding since the last visit/call.
- l. Check that desktops and laptops are de-fragmented, fully up-to-date with the latest anti-virus pattern/signature files and all local hard drives are "scan disked" for errors (fixed if any appear).
- m. Audit all user files (server, desktop and laptop) to ensure that the pre-defined file storage rules are being adhered to (i.e., user files are stored on the network and in the instance of laptops copies kept locally (i.e., all user data is secured from unauthorized access and data loss).

9.0 **"Remote Monitoring Service Plan"** shall mean the Service Plan through which Neo Networking remotely monitors Client's network on a 24 hours a day, 7 days a week basis. Neo Networking will notify Client via e-mail of anomalies (using a threshold to be determined by both parties). Neo Networking shall also provide monthly reports and semi-annual recommendations. When Remote Monitoring identifies a problem that results in an automated notification, such notification will be reviewed and corrective action will be taken under the relevant Service Plan selected by Client.

10.0 **"Standard Service"** shall mean service provided by Neo Networking provides to Client that is not included in a Service Plan selected by the Client.

F. **BILLING AND PAYMENT**

1.0 **Variable Rates.** *Compensation rates are established by the Service Plan to which Client agrees and/or the nature and extent of the services provided.* For all hours devoted by Neo Networking in the performance of services stipulated herein, the Client shall pay at the rates set forth in this Agreement based on time reports prepared by Neo Networking. All applicable Federal, State, or local taxes will be added to the charges provided herein.

2.0 **Advance Billing.** In consideration of discounted services and consulting rates, as described above, Neo Networking will invoice recurring Service Plan fees in advance, which Client will pay within **30** days of receipt. However, upon termination, Client will receive a prompt pro-rata refund of all fees paid in advance.

3.0 **Past Due Invoices; Late Fees.** Neo Networking personnel performing services under the terms of this contract must be timely paid; hence Neo Networking will insist on payment of all invoices within **30** business days from receipt. A service charge of 10% per month (or the maximum rate permitted by applicable law, if lower) will be assessed against past due invoices. In the event that payments are overdue by more than sixty days then Neo Networking may discontinue service under this Agreement until all overdue payments, including late fees, are remitted. Notwithstanding the foregoing, the remedies provided herein shall not be utilized by Neo Networking if invoices are past due as a result of a bona fide dispute between the parties about which Neo Networking has received prior notice.

G. **RESPONSIBILITIES OF NEO NETWORKING**

1.0 **Services.** Neo Networking will provide Client with selected Support Services.

2.0 **Response Times; Service Delays.** Except for delays beyond the control of, and without the fault of negligence of Neo Networking, Neo Networking will respond to the Client's service calls within the time frames set out elsewhere in this Agreement (e.g., Section E, paragraph 5.0 above) or as otherwise agreed to by both Neo Networking and Client.

3.0 **Designated Contact.** Neo Networking will provide the Client with a designated point-of-contact to enable Neo Networking to promptly receive notification from the Client when service is required.

4.0 **Hardware Failure.** Neo Networking will investigate the cause of problems, errors or queries logged by the Client's staff or via Remote Monitoring, ensuring that the Client has all the relevant details in the case of hardware failures to allow a logging of a hardware fault call with the relevant hardware support company. Duties also may involve acting as a liaison directly with the hardware support company to ensure the problem is clearly understood and resolved as soon as practically possible. Rates charged by Neo Networking for hardware trouble-shooting will depend on Client's selected Service Plan. Neo Networking will not be responsible for the costs of any hardware repairs and/or replacements.

5.0 **Escalation.** Escalation process is available to Emergency Service Plan subscribers only. In the event of a call being logged and not timely resolved (evaluated in consideration of the nature and extent of the problem), the problem will be referred to more senior staff within Neo Networking to resolve.

6.0 **Exclusions.** The following are outside the scope of this Agreement and will not be the responsibility of Neo Networking:

- a. The repair of any hardware.
- b. The repair of any damage of failure to equipment/system arising from unauthorized relocation or modification.
- c. The attachment of any device not specifically designed to function with the equipment/system.
- d. The use of the equipment/system in a manner other than it was designed for, or for services rendered impractical as a result of the attachment of any additional devices.
- e. Reconditioning or preventative maintenance identified in manufacturer's specifications.
- f. The replacement and costs associated therein of supplies required for the operation of the equipment/system including but not limited to user removable print heads, laser cartridges and fusers, ribbons, tapes, diskettes, batteries, etc., or for services required as a result of the use inferior or defective supplies.
- g. Restoring damaged or malfunctioning equipment/system to its original operating condition prior to acceptance of the network for support by Neo Networking under this or any other agreement.

H. RESPONSIBILITIES OF CLIENT

1.0 **Designated Contact.** Client must designate a contact(s), who has financial commitment authority, to report network problems or service issues to Neo Networking, or to schedule work.

2.0 **Notification.** The Client will notify Neo Networking's contact immediately upon equipment/system/system failure, unless Neo Networking notifies the Client as a result of a failure detected by Remote Monitoring.

3.0 **Hardware Repairs.** Client will pay the cost of all parts and/or products necessary to remedy problems on the network other than those covered by manufacturer warranty or other service agreement. Client must pay a Neo Networking engineer who responds to diagnose a possible hardware failure or to coordinate hardware repair at the time such services are rendered, whether or not there has been a hardware failure covered by a hardware warranty or service agreement.

4.0 **Access; Workspace.** Client will provide Neo Networking personnel with access to required system facilities to perform the agreed-upon work on a "no cost to Neo Networking" basis. Client will make knowledgeable employees available to Neo Networking and will cooperate with Neo Networking in its rendition of service hereunder. Unless specifically stated in this Agreement, Client shall also provide personnel with work space, desks, parking, and incidentals supplied at Client's facilities. The Client will provide prompt and free access to the equipment/system requiring service in order to allow Neo Networking to provide prompt service.

5.0 **Client Representative.** If a Client representative is not present while a Neo Networking engineer is on-site, Neo Networking shall have no responsibility for any damage or theft, direct or indirect, which occurs during such on-site visit.

6.0 **Unauthorized Repair.** Any attempt by Client to repair or reconfigure any equipment/system while such equipment/system is under the purview of this Agreement must be reported to Neo Networking.

7.0 **Relocations.** The Client agrees to notify Neo Networking prior to the removal or relocation of any equipment/system covered by Agreement if it impacts remote monitoring or possible access during an Emergency.

8.0 **Data.** Client is responsible for the integrity and content of Client's data.

9.0 **Backup.** Client shall regularly backup files on its file server(s) and user workstations (Neo Networking having verified the processes) at sufficient frequency to minimize loss in case of hardware or software failures.

10.0 **Software.** Client shall maintain legitimate working copies of all software pertaining to the networked environment.

11.0 **Software Upgrades.** Client shall cover the cost of all necessary software upgrades which are not otherwise provided free of charge by the manufacturer.

I. STANDARD TERMS AND CONDITIONS

1.0 **Employee Relationship.** It is expressly understood and agreed that the personnel furnished by Neo Networking to perform the services stipulated under this Agreement shall remain Neo Networking's employees or agents, and under no circumstances are such personnel to be considered the Client's employees or agents.

2.0 **Work; Effort; Assignments; Estimates.** It is Client's obligation to determine and to advise Neo Networking of specific project requirements. Neo Networking will use its best efforts to assist Client in meeting Client's requirements and time schedule. Neo Networking makes no estimate of cost or completion date other than as set forth herein or in a separate writing. Client understands that any such estimate does not bind Neo Networking and is provided only as a good-faith approximation base on information furnished to Neo Networking by Client. Neo Networking will update its estimates on Client's request.

3.0 **Modification.** This Agreement may be amended or modified only by an instrument in writing executed by both Neo Networking and Client.

4.0 **Non-Assignment.** Client may not assign this Agreement without Neo Networking's prior written consent.

5.0 **Force Majeure.** Neo Networking will not be responsible for any failure or delay in performance due in whole or in part to any cause beyond Neo Networking's control. Such delays include but are not limited to labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, manufactures shortages of materials, electrical failures, earthquakes, acts of public enemies, riots, embargoes, laws, blockages, restrictions, regulations, or order of government or any of its agencies.

6.0 **Governing Law.** This Agreement shall be governed by the laws of the State of California. Any litigation must be brought within the Orange County, CA.

7.0 Confidential Information. Each party may receive Confidential Information from the other. "Confidential Information" shall specifically include but is not limited to all tangible material and all written, oral, or electronically delivered information relating to the business, finances, or operations of a party or one of its clients. Such information includes, but is not limited to, any and all reports, statements, business plans and any and all of the following: licensing information, registration information, cost and pricing information, profit and revenue data, purchase and sales records, performance data, sales projections, marketing and business development information (e.g., supplier, customer and vendor lists and other business contacts). Such information also includes, but is not limited to, all intellectual property (e.g., trade secrets, trademarks, trade names, copyrights, know-how and show-how), all service or product development information (e.g., product plans or drawings, designs, models, samples prototypes, methods, formulations, ideas and theories), and all proprietary technology (e.g. software). Both parties agree to comply with all applicable state and federal laws as they relate to confidentiality of student and business records.

7.1 Use of Confidential Information. The party receiving Confidential Information may use such Confidential Information only for the purpose of fulfilling its obligations under this Agreement and hereby agrees not to use Confidential Information for any other purpose.

7.2 Duty of Care/Standard of Care. Each party shall have a duty to protect the Confidential Information of the other using the same degree of care, but no less than a reasonable degree of care, as it normally uses in the protection of its own confidential and proprietary information. Each party shall use this standard of care to prevent the unauthorized use, disclosure, dissemination, or publication of the other's Confidential Information. This duty of care shall commence from the Effective Date and shall survive the termination of this Agreement.

7.3 Exclusions. The restrictions set forth shall not apply with respect to Confidential Information that: (a) is already available to the public; (b) becomes available to the public through no fault of the party receiving such Confidential Information, its officers, agents or employees; (c) is already known to the party receiving such Confidential Information at the time received; (d) is independently developed by the party receiving the Confidential Information without breach of this Agreement; (e) is rightfully received from a third party without a duty of confidentiality; (f) is disclosed with the prior written approval of the party who disclosed such Confidential Information; or (g) is disclosed pursuant to law (but only to the extent of the required disclosure). If a party is required by a government body or court of law to disclose the Confidential Information of the other party, such party agrees to give the other party advance notice sufficient to contest the disclosure or seek a protective order.

8.0 Proprietary Rights. All original written material, including programs, files, specifications, and documentation, which are produced by Neo Networking during the course of its performance hereunder, shall be the property of Neo Networking; however, Client shall retain a perpetual right to use such material. All such material previously produced by Neo Networking, and all related patent, trade secret, and proprietary rights in all techniques and concepts created by Neo Networking are Neo Networking's proprietary software and shall remain Neo Networking's property; however, if such material is incorporated into Client's system, Client shall retain a perpetual right-to-use such material.

9.0 Waiver of Provisions. The waiver by either party of a breach of any portion of this Agreement shall not operate of be construed as a waiver of any subsequent breach and shall in no way waive the parties' rights or remedies under this Agreement or void any of the other terms or conditions of this Agreement.

10.0 Termination. Upon termination, Client shall be responsible for payment for all work performed up to the effective date of termination. An orderly phase-out schedule will be mutually created by Client and Neo Networking. Provided that Client is not in default, all Client's property, materials, and work in Neo Networking's possession, including any and all Client documents in the possession of Neo Networking which incorporate any Confidential Information shall be delivered to Client within five (5) days from the date on which services terminate.

11.0 Warranties. There are no express or implied warranties not specified herein respecting this Agreement, Neo Networking's services, or the software provided by Neo Networking under this Agreement. Neo Networking only undertakes to provide services on a best-efforts basis under Client's supervision. Neo Networking's performance of its obligations is to be measured by its best-efforts provision of services.

12.0 Claims. No action, regardless of form, arising out of the transactions under this Agreement may be brought by either party more than one year after the cause of action has accrued, except that (i) an action for non-payment may be brought within one year after the date of last payment, and (ii) a claim for indemnity arising out of a third party claim may be brought within one year after party seeking indemnity receives notice of the third party claim.

13.0 **Limitation on Liability.** The parties recognize that in the event that there is an unintentional system failure that can be attributed to work performed under this Agreement, and there is damage to hardware, or there is loss of data or productivity, it would be extremely difficult to calculate the value of the loss. However, Neo Networking, Inc.'s obligation to reimburse Client shall not exceed the fees paid, except if Client's damages are caused by the negligence or other wrongdoing of Neo Networking, Inc. Except for Client's damages caused by the negligence or other wrongdoing of Neo Networking, Inc., Neo Networking shall not be responsible for any special indirect or consequential damages resulting from loss of use, lost profits, loss of data, lost business revenue or damages incurred by Client or any third party. Further, Client shall defend indemnify and hold Neo Networking harmless from any and all third party liability, real or alleged, that results from Neo Networking providing services under this Agreement except for claims resulting from Neo Networking's negligence or other actionable misconduct.

14.0 **Representatives.** All duties and obligations set forth in this Agreement apply equally to all officers, directors, employees, agents, and representatives of the parties.

15.0 **Acceptance of Terms.** Client acknowledges that Client has read this Agreement, understands it and agrees to be bound by its terms, and further agrees that it is a complete and exclusive statement of the agreement between the parties which supersedes all previous proposals, oral or written, and all other communications between the parties relating to the subject matter of this Agreement. This Agreement may also include associated Addenda or Exhibits as agreed to by both parties.

Neo Networking, Inc.

**Client: Coast Community
College District**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Signature: _____

Signature: _____

EXHIBIT A

Neo Networking, Inc. Maintenance and Support

SERVICE LEVEL AGREEMENT

between

Neo Networking and _____

Date: _____ S.O. #: _____

CLIENT'S COVERED EQUIPMENT:



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 1st Day of July, 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, a net amount equal to the amount SMH would have received and retained in the absence of such required 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

Initial ____

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 CONSEQUENTIAL 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 ANY OTHER 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.

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 : Jerry Patterson, Pres. CCCD Board

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.**

STREAMINGMEDIA HOSTING

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 _____ between Dedicated Hosting Services, Inc. d/b/a Streaming Media Hosting and _____, 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

Jerry Patterson, President, CCCD Board

DATE

STREAMING MEDIA HOSTING SIGNATURE

DATE

March 19, 2009

STREAMINGMEDIA HOSTING

Exhibit A, Services

Page 4 of 4

Customer: Pam Pacheco
Company: Coast Community College District
Address: 2701 Fairview
Phone: 714-895-8236
Email: ppacheco@gwc.cccd.edu
City: Costa Mesa
State: CA
Zip: 92626
Fax:

Account Rep: Nick Valenti
Phone: (800) 963-4347 ext 203
Fax: (949) 266-9470
Email: nvalenti@streamingmediahosting.com

SECTION A - One Time Fees

Item #	Qty	Part #	Description	Unit Price	Ext Price	Other	Tax	Subtotal
1	45	SMH-SAM	WM Live and VOD and Flash VOD	\$199.95	\$199.95			waived
2			Data Transfer: 90GB per month					
3			Disk Space: 15GB per month					
4			Overages: \$4 per GB for bandwidth					
5								
Subtotal								waived
California Sales Tax								
One Time Total								waived

SECTION B - Monthly Fees

Item #	Qty	Part #	Description	Unit Price	Ext Price	Other	Tax	Subtotal
1	12		Monthly Hosting Fee of \$712.95	\$712.95	\$8,555.40			\$8,555.40
2								
3								
4								
5								
Subtotal								\$8,555.40
California Sales Tax								
Yearly Total								\$8,555.40

COMMENTS

All quotes are valid for 30 days from day of quote. This is a 12 month agreement.
This is for the P.O.S.T. Pilot Project Agreement.

By signing below I indicate I have read the Terms and Conditions of Service and accept the services and prices above.

Jerry Patterson, President, CCCD Board

Signature

Date



ELECTRONIC RECYCLING SERVICES AGREEMENT

This ELECTRONIC RECYCLING SERVICES AGREEMENT ("Agreement") is entered into by COAST COMMUNITY COLLEGE DISTRICT (GOLDEN WEST COLLEGE and hereinafter "Customer"), and ELECTRONIC RECYCLERS OF AMERICA LLC, a California Limited Liability Company ("ERA"). ERA is a wholly owned subsidiary of Electronic Recyclers International Inc., a Delaware corporation ("ERI"). This Agreement is effective as of October 1, 2010. Customer and ERA are each referred to herein individually as a "Party" and collectively as the "Parties."

WHEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as set forth below.

AGREEMENT

1. Customer's Responsibilities.

1.1 Recycling Service Provider. Customer shall make ERA its Covered Electronic Wastes ("CEWs") and Universal Waste Electronic Devices ("UWEDs") recycling services provider for all of Customer's facilities in California. Provided, however, ERA may refuse any CEWs or UWEDs in its sole discretion.

1.2 Qualities of CEW/UWEDS and Compliance with the Law. All CEWs and UWEDs provided to ERA by Customer shall be free of debris and environmental contamination or other problems. All CEWs provided by Customer shall comply with the California Electronic Waste Recycling Act of 2003 (SB 20/SB 50) (including all amendments, restatements and regulations thereof) (collectively the "Act") and shall be qualified for all payments under the Act. Customer represents and warrants that Customer is an approved collector as defined under the Act or that Customer is a handler as defined under the Act. Customer shall take any and all necessary and appropriate steps for compliance with the Act and applicable laws and regulations, including but not limited to, providing qualifying materials; operating in an environmentally correct manner; gathering, maintaining and providing all required logs, records and documents; providing all required certifications; and complying with all applicable federal, state and local laws, rules, regulations, ordinances and other requirements. Customer shall maintain any and all required licenses and permits. Customer shall not engage in any prohibited activities under the Act.

1.3 For each delivery to ERA, Customer shall confirm and identify, in writing, whether the materials are CEWs entitled to payment under the Act or whether the materials are UWEDs. If the Customer is providing both CEWs and UWEDs, then the Customer shall sort and package the CEWs, CPUs and other E-waste separately. If Customer does not sort and package these items separately, Customer will be charged a sorting fee as provided in Exhibit "A." If ERA does not approve the materials as CEWs, then the materials shall be treated as UWEDs or the Customer, at the Customer's cost, shall immediately pick up and remove the materials from ERA's facilities. If the materials have not been picked up by the Customer within five (5) business days of

notice from ERA, then the materials shall be processed by ERA as UWEDs and Customer shall be billed accordingly pursuant to Exhibit "A."

2. ERA's Responsibilities.

2.1 Compliance with the Law. ERA shall handle and recycle the CEWs and UWEDs in accordance with all applicable regulations. Subject to Customer's compliance with this Agreement, ERA shall recycle and process Customer's CEWs and UWEDs. ERA shall obtain and maintain all necessary Federal, State, and Local equipment permits to comply with pertinent laws and regulations regarding ERA's recycling/disposal operations.

2.2 Delivery. All Materials shall be transported to ERA's designated facility by ERA or Customer as provided in Exhibit "A."

2.3 Pricing and Payment Terms. Unless the pricing schedule is modified as provided in Section 2.3 and subject to Section 2.4, ERA shall pay, rebate, charge or not charge Customer the amounts set forth in Exhibit "A" for the receipt and processing of (i) approved CEW from Customer which is attributable to California Sources and entitled to payment under SB 20/SB 50 or (ii) UWEDs.

ERA will make any Recovery Payments under this Agreement in the form of a check, wire transfer or ACH into an account designated by Customer after ERA has received and approved a "Collection Log (Form 198)" and "Transfer Documentation (Form 197)."

Customer shall pay ERA the amounts set forth in Exhibit "A" for all UWEDs in the form of a check, wire transfer or ACH or into an account designated by ERA. ERA, in ERA's sole discretion, may also deduct any payment due to Customer from any amounts owed to Customer by ERA.

2.4 Price Adjustments. From time to time, ERA may notify Customer of adjustments to any or all of the pricing or payment terms in Section 2.3 and/or Exhibit "A". Any such price or payment term adjustments shall be effective thirty (30) days after written notice from ERA to Customer. Written notice includes, but is not limited to, email correspondence or a notice personally delivered by an ERA representative. Provided, however, Customer shall have the right within five (5) days of receiving the written notice to elect in a written notice to ERA to terminate this Agreement effective as of the end of the thirty (30) day period.

2.5 Denial or Adjustment of Payment. If the CIWMB or other government agency discovers before or after the expiration or termination of this Agreement, as part of an application review, claim review, an audit, or otherwise, that there are incomplete documentation, non-covered materials, significant inconsistencies, fraud or other issues or concerns and reduces, adjusts or denies a payment based on deficiencies in documentation (CEW Source Documentation and/or CEW Transfer Documentation) or any other reason attributable, in whole or in part, to Customer, then Customer shall immediately repay ERA the amount of the "Recovery Payment" and shall also pay ERA any amounts which should have been charged to Customer for the material processed by ERA pursuant to Exhibit "A" for UWEDs. This amount from Customer will be

considered late and a late charge of three percent (3%) shall apply if not paid to ERA within thirty (30) days of demand by ERA.

3. Term and Termination. The initial term of this Agreement shall be one (1) year commencing on October 1, 2010 and expiring on September 30, 2011, at which time this Agreement shall terminate. Either party may terminate this Agreement at any time, with or without cause, upon five days written notice to the other Party. Upon termination of the Agreement, each Party's obligations for the materials already delivered or processed prior to the date of termination shall continue in effect.

4. Mutual Indemnity. ERA shall indemnify Customer from any and all liabilities, losses, damages, claims, costs, or expenses (including attorneys' fees, and costs) arising out of the (i) negligence or willful acts of or (ii) breach of this Agreement by ERA. Customer shall indemnify ERA from any and all liabilities, losses, damages, claims, costs or expenses (including attorneys' fees and costs) arising out of the (i) negligence or willful acts of or (ii) breach of this Agreement by Customer or Customer's employees, contractors or agents.

5. Mutual Confidentiality. Each Party acknowledges that pursuant to this Agreement, the other Party may disclose certain trade secrets, technical and business information and know-how embodying or relating to its business ("Confidential Information"). Each Party hereby agrees that it will protect Confidential Information received by it from the other Party from any intentional or inadvertent disclosure to third parties, and each Party will not use any Confidential Information disclosed to it by the other Party except to the extent necessary for purposes directly related to the business relationship created between the Parties.

Notwithstanding anything herein to the contrary, none of the following categories of information shall be deemed to be Confidential Information: (i) information in the public domain or generally available to the industry at the time it is disclosed or information which, after its disclosure, falls into the public domain or becomes generally available to the industry other than by breach of this Agreement; (ii) information that a Party authorizes, in writing, for release to the extent authorized; (iii) information required to be provided to the State of California pursuant to the Act or (iv) information or documents that Customer discloses pursuant to the Brown Act or the California Public Records Act.

6. Miscellaneous. All notices, requests, or other communications to be given to any Party hereunder shall be in writing and addressed to the receiving Party's last known address, and shall be deemed to have been duly given on the date of service if personally delivered to the Party to whom notice is to be given, within twenty-four (24) hours after e-mailing, within seventy-two (72) hours after mailing, if mailed to the Party to whom notice is to be given, by first class mail, registered or certified, postage prepaid, or within seventy-two (72) hours after being deposited with a recognized private courier service (e.g., Federal Express), if delivered by a private courier service to the Party to whom notice is to be given, all charges prepaid. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that Party may be entitled. This Agreement shall be governed by and construed in accordance with the laws of the State of California without reference to its choice of law rules. Venue for any action relating to or

arising from this Agreement shall be exclusively in Orange County, California. No right or obligation under this Agreement may be waived except by an instrument in writing executed on behalf of the Party alleged to have waived. Except as provided for in Section 2.3, this Agreement may only be amended by a writing signed by both Parties. This Agreement may be signed in counterparts, and a facsimile signature shall be deemed as valid and enforceable as an original.

ERA: Electronic Recyclers of America, LLC
P.O. Box 2428
Fresno, CA 93745

Customer: Golden West College
15744 Golden West Street
Huntington Beach, CA 92647

Copy to: Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
Attn: Risk Services

7. Definitions.

7.1 "CEW" has the meaning specified in the Act as a discarded device that the DTSC has determined to be a covered electronic device specified in Section 42463(f) of the Public Resources Code. For example, California Sources of covered CEW may include Cathode Ray Tube (CRTs) devices used in televisions or monitors, Liquid Crystal (LCD) Monitors or televisions, gas plasma display devices as specified in the Act.

7.2 "California Sources" of CEWs are persons as defined in Section 42463(o) of the Public Resources Code, located in California who generate CEWs after their own use of the CED (covered electronic device). Persons who receive, accumulate, consolidate, store, or otherwise handle discarded, donated or collected CEWs are not the California sources of those CEWs.

7.3 "CPU" is be defined as Computer Processing Units that are "complete" and have not been stripped of the internal commodities.

7.4 "E-Waste" shall be defined as copy machines, printers, fax machines, microwaves, keyboards, stereo tuners, radios, speakers, non-complete CPUs, turntables, CD players, game consoles, DVD players, mice and other accessories and components related to personal computers and servers, that are not otherwise noted above.

7.5 "Recovery Payment" means the payment made by an approved recycler to an approved collector in exchange for the transfer of CEWs pursuant to Section 42477 of the Public Resources Code.

7.6 “Transfer documentation” means records and/or receipts that record the transfer of CEWs from an approved collector to an approved recycler, which include the weight, number, and source of the transferred CEWs, and the date(s) of transfer.

7.7 “Collection Log” means a record maintained by an approved collector that records CEW collection activities as specified in Section 18660.20(j). A collection log must contain all items required by the Act, including but not limited to, the following:

(A) For each collection activity or event that results in CEWs transferred to the approved collector, a brief written description of the collection activity or event, including the type of California sources targeted for collection, the date and location the activity or event occurred, the number of CEWs collected, and an estimate of the weight of CEWs collected.

(B) Approved collectors that are not California local governments, nor entities acting as the designated approved collector for a California local government, shall maintain a list of all California sources who discarded the CEWs transferred to the approved collector, including the name and address of the California source and the number of CEWs discarded by the California source and an estimate of the weight of CEWs collected.

(C) When receiving five (5) or more CEWs units discarded from a residential or non-residential California source, an approved collector shall record the name of the residential or non-residential organization, an address, a contact person and a telephone number.

(D) A list of other handlers and approved collectors who transferred CEWs to the approved collector in any month, including the name and address of the other handler and approved collector and the number of CEWs transferred and the sources of those CEWs as recorded pursuant to parts (A) and (B) of this Section.

(E) When collecting source-anonymous CEWs, all approved collectors shall:

1. Log the source-anonymous CEW collection activity separately.
2. Provide a brief written description of the activity or incident that resulted in the source-anonymous CEWs.
3. Record the date and location of the activity or incident, the number and an estimate of the weight of source-anonymous CEWs collected from the location of the activity or incident.
4. Record the name, organizational affiliation, address and phone number of a person responsible for the site of the activity or incident.

7.8 "Standard Statewide Combined Recycling and Recovery Payment Rate" means the amount paid to an approved recycler per pound of CEWs cancelled and claimed to cover the cost of receiving, processing and recycling CEWs as established pursuant to Section 42478 of the Public Resources Code, and making recovery payments to approved collectors.

7.9 "UWEDs" means electronic devices which are universal waste electronic devices which are not CEWs.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date set forth above.

COAST COMMUNITY COLLEGE
DISTRICT, a California Public Education
Entity

By: _____
Jerry Patterson
Title: President, Board of Trustees

ELECTRONIC RECYCLERS OF
AMERICA LLC, a California Limited
Liability Company

By: _____
Kevin J. Dillon
Its: Chief Marketing Officer

12402-000\00355546.DOC.6

EXHIBIT "A"

Unless adjusted pursuant to Section 2.4, the pricing and payment terms for the Electronic and Recycling Agreement are set forth below.

1. For all approved and covered CEW collected by ERA from Customer, ERA will pay Customer as follows:

(i) For CRT Material (CRT Electronic Device), ERA will pay Customer eighteen cents (0.18) per pound.

(ii) For LCD Monitors/Laptops (Electronic Device), ERA will pay Customer eighteen cents (0.18) per pound.

(iii) For Plasma/LCD TV (Electronic Device), ERA will pay Customer eighteen cents (0.18) per pound.

2. For all UWEDs collected by ERA from Customer, Customer or ERA, as indicated below, will pay the designated amount to the other party as follows:

(i) For CPU Non-SB20 (Electronic Device), ERA will pay customer ten cents (0.10) per pound.

(ii) For miscellaneous E-Waste (e.g., copy machines, printers, fax machines, microwaves, keyboards, stereo tuners, radios, speakers, non-complete CPUs, turntables, CD players, game consoles and DVD players, mice and other accessories and components related to personal computers and servers, that are not otherwise noted above), ERA will pay Customer one cent (0.01) per pound.

(iii) For CRT Non-SB20 (CRT Electronic Device), Customer will pay ERA twenty cents (0.20) per pound.

(iv) For LCD Monitor/Laptop Non-SB20 (Electronic Device), Customer will pay ERA twenty cents (0.20) per pound.

(v) For Plasma Non-SB20 (Electronic Device), Customer will pay ERA twenty cents (0.20) per pound.

3. Customer shall also pay ERA four cents (0.04) per pound for any sorting by ERA as provided in Section 1.3 of the Agreement.

4. Materials shall be transported to ERA's designated facility at ERA's cost and risk of loss.

**COAST COMMUNITY COLLEGE DISTRICT
INTERIM ADMINISTRATOR EMPLOYMENT CONTRACT**

1. **Parties.** The Coast Community College District ("District") and **Lois Y. Wilkerson** ("Administrator") hereby enter into this Interim Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Administrator as **Interim Vice President Student Services & Economic Development.**

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing **8/19/10** and ending no later than **2/28/11**. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.

6. **Salary.** Administrator shall be placed on the Academic Management Salary Schedule **DD**, step **34**, range **10**.

7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.

8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.

9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position upon termination or expiration of this Agreement.

12. **Savings Clause.** 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.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

14. **Amendment.** 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.

President, Board of Trustees

Date

Loris Wilkerson

Administrator

8/5/2010

Date

Coast Community College District

CHANGE ORDER

No. 04C

TITLE: 04: Devries Construction

DATE: 8/9/2010

PROJECT: OCC Consumr Hlth & Lab Science Bldng

CCCD PROJ NO: 12020-964

TO: Attn: Brian Devries
Devries Construction (Concrete)
27992 Camino Capistrano
Suite E
Laguna Niguel, CA 92672
Phone: 949-364-3816 Fax: 949-364-3813

CONTRACT NO: PO316475

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001 Devries Construction (Concrete): Footing Modification Changes as required by the City of Costa Mesa and per DSA approved CCD #81 - Project Change Order No. 4 \$44,427.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Footing Modifications	\$44,427.00

Unit Cost: \$44,427.00

Unit Tax: \$0.00

Total: \$44,427.00

he Original Contract Sum was	\$3,302,233.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$3,302,233.00
The Contract Sum Will be Increased	\$44,427.00
The New Contract Sum Including This Change Order	\$3,346,660.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is	...

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

Devries Construction (Concrete)

Coast Community College District

LPA

By: _____
Brian Devries

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____





Coast Colleges



Inspiration. Innovation. Graduation.



**California Community College District
Cooperative Work Experience Education Plan**

**PART I
CONTACT INFORMATION**

DISTRICT/College(s)

If you are a multiple college district, please indicate all colleges covered. Individual variations with plan details should be delineated in the appropriate sections of the plan.

Orange Coast College	Goldenwest College	Coastline College

Contact information for clarification any questions, such as name/contact information for person who prepared the plan, the Chief Instructional Officer, or other individual(s) designated by District.

Please include Name, Title, District, Email, and Telephone

Name: John Breihan

Title: Interim, Vice Chancellor Educational Services

District: Coast Community College District

Email: jbrehan@mail.cccd.edu

Phone: (714)438-4698

**California Community College District
Cooperative Work Experience Education Plan**

**PART II
RESPONSES TO PLAN REQUIREMENTS**

This and following sections set forth a Title 5-required element, background information as appropriate, and prompts the district's required and/or optional response.

- (1) **A statement that the district has officially adopted the plan, subject to approval by the State Chancellor**
(§55251)

Date plan approved by local board: 8/18/2010 (Please also attach Board minutes or other documentation.)

Optional comments, if any, on process for Plan development (i.e., local Academic Senate review, curriculum committee deliberations, other deliberations).

**California Community College District
Cooperative Work Experience Education Plan**

(2) Specific description of (§55251):

(a) District responsibilities (§55251):

Background: Title 5 criteria and requirements

District Services. (§55255).

(a) The district shall provide sufficient services for initiating and maintaining on-the-job learning stations, coordinating the program, and supervising students. The supervision of students shall be outlined in a learning agreement coordinated by the college district under a state-approved plan. The employer and the qualified Community College Instructor/Coordinator shall share responsibility for on-the-job supervision, which shall include but not be limited to:

(1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.

(2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.

(3) Consultation with students in person to discuss students' educational growth on the job.

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

☒ District will comply with these requirements.

Optional: Additional comments or narrative on District Services, if any.

**California Community College District
Cooperative Work Experience Education Plan**

(a) District responsibilities

Background: Title 5 criteria and requirements

Records. (§55256).

(a) The district shall maintain records which shall include at least the following::

(1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis determining whether the student is qualified for Occupational or General Work Experience.

(2) A record of the work permit issued, if applicable, signed by the designated issuing agent.

(3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.

(4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.

(1) Instructor/Coordinator consultation in person with employers or designated representatives to discuss students' educational growth on the job.

(2) Written evaluation of students' progress in meeting planned on-the-job learning objectives.

(3) Consultation with students in person to discuss students' educational growth on the job.

(b) Records must be maintained which are signed and dated by academic personnel documenting:

(1) Consultation(s) in person with the employer or designated representative.

(2) Personal consultation(s) with the student.

(3) Evaluation of the student's achievement of the on-the-job learning objectives.

(4) The final grade.

☒ District will comply with these requirements.

NOTE: The Chancellor's Office interprets the lack of a plural option under "type ... of Cooperative Work Experience Education..." to prohibit a student from concurrently enrolling in multiple "types" of Cooperative Work Experience Education.

Optional: Additional comments or narrative on Record Keeping, if any.

**California Community College District
Cooperative Work Experience Education Plan**

(b) Student responsibilities (§55251):

Background: Title 5 criteria and requirements

Student Qualifications. (§55254).

In order to participate in Cooperative Work Experience Education students shall meet the following criteria:

- (a) Pursue a planned program of Cooperative Work Experience Education which, in the opinion of the Instructor/Coordinator, includes new or expanded responsibilities or learning opportunities beyond those experienced during previous employment.
- (b) Have on-the-job learning experiences that contribute to their occupational or education goals.
- (c) Have the approval of the academic personnel.
- (d) Meet the following condition if self-employed: Identify a person who is approved by academic personnel to serve as the designated employer representative. This representative shall agree in writing to accept the following employer responsibilities:
 - (1) Assist the student in identifying new or expanded on-the-job learning objectives.
 - (2) Assist in the evaluation of the student's identified on-the-job learning objectives.
 - (3) Validate hours worked.

Optional: Additional comments or narrative on Student responsibilities, if any.

**California Community College District
Cooperative Work Experience Education Plan**

(c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements

Records. (§55256).

(a) The district shall maintain records which shall include at least the following:

- (1) The type and units of Cooperative Work Experience Education in which each student is enrolled, where the student is employed, the type of job held and a statement signed and dated by an academic employee which sets forth the basis for determining whether the student is qualified for Occupational or General Work Experience.
- (2) A record of the work permit issued, if applicable, signed by the designated issuing agent.
- (3) The employer's or designated representative's statement of student hours worked and evaluation of performance on the agreed-upon learning objectives. Work hours may be verified either by weekly or monthly time sheets or by a summary statement at the end of the enrollment period.
- (4) New or expanded on-the-job measurable learning objectives which serve as part of the basis for determining the student's grade, signed by academic personnel, the employer or designated representative, and the student.

(b) Records must be maintained which are signed and dated by academic personnel documenting:

- (1) Consultation(s) in person with the employer or designated representative.
- (2) Personal consultation(s) with the student.
- (3) Evaluation of the student's achievement of the on-the-job learning objectives.
- (4) The final grade.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations.

☒ District will comply with these requirements.

Optional: Additional comments or narrative on Employer responsibilities, if any.

**California Community College District
Cooperative Work Experience Education Plan**

(c) Employer responsibilities (§55251):

Background: Title 5 criteria and requirements

Consultation(s) in person with the employer. (§55255).

(b) The district shall provide the above services at least once each quarter or semester for each student enrolled in the Cooperative Work Experience Education. Qualified adjunct faculty may be hired from other institutions to develop the learning contracts and make the "in-person" consultation for a student that is out of a college's geographical region, state, or in another country. For legally indentured apprentices, the requirements of this section may be delegated to the Joint Apprenticeship Committee in order to avoid duplication of supervisory services. The responsibility for compliance with Education Code and title 5 Cooperative Work Experience Education requirements remains with the college.

(c) In certain limited situations that will be defined in guidelines issued by the Chancellor, the district may substitute approved alternatives to "in person" consultations. The guidelines will specify the types of alternatives which districts may approve and the circumstances under which they may be used. In establishing and maintaining guidelines on such alternatives, the Chancellor shall consult with, and rely primarily on the advice and judgment of, the statewide Academic Senate and shall provide a reasonable opportunity for comment by other statewide and regional representative groups.

The approved guidelines issued by the Chancellor for Districts to substitute approved alternatives to "in person" consultations is attached.

☐ District will use alternatives to "Consultation(s) in person," as described in Title §55255(c).

☒ District will not use alternatives "Consultation(s) in person," as described in Title §55255(c).

Comments on "Consultation(s) in person," if any, including criteria and limits on alternatives to "Consultation(s) in person."

**California Community College District
Cooperative Work Experience Education Plan**

- (d) **Other cooperating agencies in the operation of the program, if any.** (§55251)

Comments on other cooperating agencies in the operation of the program, if any.

**California Community College District
Cooperative Work Experience Education Plan**

(3) Specific description of each type of CWEE (§55251):

Types of Cooperative Work Experience Education (§55252)

Cooperative Work Experience Education is a district-initiated and district-controlled program of education consisting of the following types:

Check all that will be offered at the district:

- ☒ (a) General Work Experience Education is supervised employment which is intended to assist students in acquiring desirable work habits, attitudes and career awareness. The work experience need not be related to the students' educational goals.
- ☒ (b) Occupational Work Experience Education is supervised employment extending classroom based occupational learning at an on-the-job learning station relating to the students' educational or occupational goal.
- ☐ Minor Students in Work Experience
All laws or rules applicable to minors in employment relationships are applicable to minor students enrolled in work-experience education courses. (§55250.2).
- ☐ Work Experience Programs for Students with Developmental Disabilities. (§55250.4)
The governing board of any community college district which establishes and supervises a work experience education program in which students with developmental disabilities are employed in part-time jobs may use funds derived from any source, to the extent permissible by appropriate law or regulation, to pay the wages of students so employed.
The Board of Governors hereby finds and declares that the authority granted by the provisions of this section is necessary to ensure that the work experience education program will continue to provide a maximum educational benefit to students, particularly students with developmental disabilities, and that such program is deemed to serve a public purpose.
- ☐ Work Experience Education Involving Apprenticeable Occupations. (§55250.5)
Work-experience education involving apprenticeable occupations shall be consistent with the purposes of chapter 4 (commencing with section 3070) of division 3 of the Labor Code and with standards established by the California Apprenticeship Council.

**California Community College District
Cooperative Work Experience Education Plan**

(4) A description of HOW the district will (§55251)

(a) *Provide guidance services* (§55251):

Describe the specifics on how district will achieve this requirement.

1. Faculty Advisory Expectations: Agree to serve as a faculty supervisor for a student during the course of his or her Work Experience.
2. Networking: When possible, help the student in the search for opportunities.
3. Student Learning Outcomes: Work with the student to develop the three Work Experience Learning Outcomes contract. This assistance includes helping the student formulate learning outcomes and academic assignments, as well as negotiating the level of supervision and methods of evaluation. The faculty's supervision signature is required on the completed Learning Outcomes Contract.
4. Communication: Maintain appropriate contact with the student and site supervisor throughout the duration of the term. Initiate a phone call to the student and site supervisor sometime during the first ten days of the semester/summer session to establish contact and communication.
5. Site Visits: The faculty advisors will conduct one site visit per the Title 5, California Code of Regulations, section 55255. The site visit provides the opportunity for the faculty advisor and work supervisor to meet with in person to discuss the student's progress during the semester. The student does not need to be present when the visit occurs. A faculty advisor visitation form is provided for your convenience.
6. Writing Assignment: Meet with student to discuss journal, on-line blog, final paper or other projects related to the student's work experience program. It is recommended that the faculty advisor meet with his/her students in a group. Peer review and sharing the experience is a valuable learning tool and facilitates continued learning. Student will submit written assignments to their Faculty Advisor.
7. Evaluation: Meet with the student at the end of the work experience program to review the student's work and to provide closure to the process.
8. Final Grades: Evaluate student performance, review the employer evaluation, determine if credit should be granted and submit a final grade for each student.

CWE students will have access to the Career/Job Centers online job portal for 24/7 updated internship and employment opportunities.

(b) Assign a sufficient number of qualified certificated personnel to direct the program (§55251):

Describe the specifics on how district will achieve this requirement.

**California Community College District
Cooperative Work Experience Education Plan**

1. The CWE Dean/Director will meet the minimum requirements for teaching at the community college.
2. A coordinator/designee will have the responsibility of scheduling orientation dates, meeting with CWE students, communicating with faculty, dean's, record keeping, employers and students on a regular basis as well as updating handbook materials for faculty advisor's, employers and students.
3. Faculty Advisors may consist of both full and part-time teaching assignments. Part-time faculty are restricted by 10 Lecture Hour Equivalents (LHE) and will not exceed the negotiated rates.
4. Cooperative Work Experience Faculty advisors are compensated for each student they advise. The payment formula is as follows:
5. Faculty Advisors may supervise up to five students per semester.

California Community College District Cooperative Work Experience Education Plan

(1) Initiate and maintain learning stations (§55251)

Background: Title 5 criteria and requirements

(§55250) Any program of Cooperative Work Experience Education conducted by the governing board of a community college district pursuant to this article and claimed for apportionment pursuant to sections 58051 and 58009.5 shall conform to a plan adopted by the district. The plan adopted by the district shall set forth a systematic design of Cooperative Work Experience Education whereby students, while enrolled in college, will gain realistic learning experiences through work. This plan shall be submitted to and approved by the Chancellor.

Work Experience Outside of District. (§55250.6).

The governing board of any community college district may provide for the establishment and supervision of work experience education programs providing part-time jobs for students in areas outside the district

Wages and Workers' Compensation. (§55250.7).

The governing board of any community college district providing work-experience and work-study education may provide for employment under such program of students in part-time jobs by any public or private employer. Such districts may pay wages to persons receiving such training, except that no payments may be to or for private employers. Districts may provide workers' compensation insurance for students in work experience as may be necessary.

Job Learning Stations. (§55257)

Job learning stations shall meet the following criteria:

- (a) Employers or designated representatives agree with the intent and purposes of Cooperative Work Experience Education for students and are given a copy of each student's approved on-the-job learning objectives.
- (b) Job learning stations offer a reasonable probability of continuous work experience for students during the current work experience enrollment term.
- (c) Employers or designated representatives agree to provide adequate supervision, facilities, equipment, and materials at the learning stations to achieve on-the-job learning objectives.
- (d) Employers agree to comply with all appropriate federal and state employment regulations.

Describe the specifics on how district will achieve this requirement.

1. Prior to registration into the CWE program, all students must submit three learning objectives and include signatures from the faculty advisor and employer. Upon completion of the learning objectives, enrollment slips are provided for students to enroll in 1-4 units of paid and unpaid CWE.
2. Students are provided a Student Handbook consisting of Learning Objectives, Program Information, Assignments, calendars, timesheets, journal templates, online interview and resume preparation as well as career assessment and exploration.

**California Community College District
Cooperative Work Experience Education Plan**

(2) Coordinate the program and supervise students (§55251)

Describe the specifics on how district will achieve this requirement.

1. Faculty Advisors are responsible for assigning grades based on completion of the student's assignments, etc. In the event a faculty advisor is unavailable to assign the grade, the CWE Dean/Director will make the final determination.

At OCC, the CWE Dean/Director will meet the minimum requirements for teaching at the community college, serve as the instructor of record, and be responsible for posting grades. At all other colleges, the Faculty Advisor/Instructor will serve as the instructor of record and be responsible for posting grades.

2. A coordinator/designee will have the responsibility of scheduling orientation dates, meeting with CWE students, communicating with faculty, dean's, record keeping, employers and students on a regular basis as well as updating handbook materials for faculty advisor's, employers and students.

Assignments are required for successful completion of the cooperative work experience program. A list of required assignments will be given to each student at the beginning of their work experience program.

(3) Shared supervision with employer to include (at least once each term) (§55251)

(c) Assure on-the-job experiences are documented with written/measurable (§55251)

Describe the specifics on how district will achieve this requirement.

Student will work with Faculty Advisor and Employer supervisor prior to the start of the cooperative work experience to determine three learning outcomes to be measured during the term. The learning outcomes contract will be signed by all three: student, faculty advisor, and employer. A copy of the student's learning outcomes agreement will be on file with the employer, student, faculty advisor and Cooperative Work Experience office.

**California Community College District
Cooperative Work Experience Education Plan**

- (d) Evaluate with employer, student's learning experiences (§55251):

Describe the specifics on how district will achieve this requirement.

Cooperative Work Experience Coordinator will provide employer supervisor an evaluation form containing the student's learning objectives at the end of the semester. Employer supervisor will rate each of the student's learning objectives and give a point value for each. Employer supervisor will review the evaluation form with student to provide feedback.

- (e) Describe basis for awarding grade and credit (§55251)

Background: Title 5 criteria and requirements

Work Experience Credit. (§55255.5).

(a) One student contact hour is counted for each unit of work experience credit in which a student is enrolled during any census period. In no case shall duplicate student contact hours be counted for any classroom instruction and Cooperative Work Experience Education. The maximum contact hours counted for a student shall not exceed the maximum number of Cooperative Work Experience Education units for which the student may be granted credit as described in section 55253.

(b) The learning experience and the identified on-the-job learning objectives shall be sufficient to support the units to be awarded.

(c) The following formula will be used to determine the number of units to be awarded:

(1) Each 75 hours of paid work equals one semester credit or 50 hours equals one quarter credit.

(2) Each 60 hours of non-paid work equals one semester credit or 40 hours equals one quarter credit.

☒ District will comply with these requirements.

Comments on basis for awarding grade and credit, if any.

**California Community College District
Cooperative Work Experience Education Plan**

Letter grades will be awarded to the student upon submission and completion of signed learning outcomes, timesheets and assignments

(f) Provide adequate clerical & instructional services (§55251)

Comments, if any.

If a CWE Educational Coordinator and/or related support organization exists at the college campus, then they shall be provided clerical assistance relative to the cooperative work experience education workload.

If a CWE Educational Coordinator and/or related support organization exists at the college campus, then they shall be provided sufficient budget for duplicating, mileage, operational supplies and in service educational opportunities for Cooperative Work Experience Staff.

The Cooperative Work Experience Education Program Coordinator (or designee) and cooperative work experience education instructors/advisors shall be offered the same district instructional services as provided instructors in other disciplines.

(b) If district changes the plan, will submit changes for approval (§55251)

Check to indicate compliance

☒ Yes



a. Coast Community College District Board of Trustees Resolution # 10-15, Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2012-2013

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2012-2013 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

**Orange Coast College, Business, Math & Computing Ctr.
New Construction of 52,042 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent

statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

Orange Coast College: Business, Math & Computing Ctr.

Project Element	State Funds Requested	Non State Funds (District Funds)	Project Costs
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$ 853,163	\$ 365,641	\$ 1,218,804
Working Drawings	\$ 920,057	\$ 394,310	\$ 1,314,367
Construction Funding	\$22,592,939	\$ 9,682,688	\$32,275,627
Equipment	\$ 786,296	\$ 336,985	\$ 1,123,281
Total	\$25,152,455	\$10,779,624	\$35,932,079

Fiscal Impact: \$35,932,079 Total
\$25,152,455 (2012/2013 State Capital Outlay Funds)
\$10,779,624 (Coast Community College District Funds)
Master Plan Approved Projects
OCC Business, Math & Computing Ctr.

b. Coast Community College District Board of Trustees Resolution # 10-16, Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2012-2013

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2012-2013 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

**Golden West College, Language Arts Complex
New Construction of 43,935 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent

statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

Golden West College, Language Arts Complex

Project Element	State Funds Requested	Non State Funds (District Funds)	Project Costs
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$ 627,220	\$ 418,146	\$ 1,045,366
Working Drawings	\$ 729,654	\$ 486,436	\$ 1,216,090
Construction Funding	\$16,392,593	\$10,928,395	\$27,320,988
Equipment	\$ 774,713	\$ 516,475	\$ 1,291,188
Total	\$18,524,180	\$12,349,452	\$30,873,632

Fiscal Impact: \$30,873,632 Total
\$18,524,180 (from 2012/2013 State Capital Outlay Funds)
\$12,349,452 (from Coast Community College District Funds)
Master Plan Approved Projects
GWC Language Arts Complex

c. Coast Community College District Board of Trustees Resolution # 10-17, Approval of Resolution to Participate in the State Capital Outlay Program Budget Year 2012-2013

The District has received instructions from the California Community College Chancellor's Office for submitting Final Project Proposals (FPP) for 2012-2013 State Capital Outlay Program. Final Project Proposals are statements of need, intent, scope, justification, estimated costs and project schedule. The District supports submittal of the Final Project Proposal listed below for this funding cycle:

**Golden West College, Criminal Justice Training Center
New Construction of 25,974 Assignable Square Feet**

WHEREAS, Coast Community College District hereby requests State Funds in the amount prescribed by law for the project named herein.

WHEREAS, Coast Community College District hereby assures the Board of Governors of the California Community Colleges that: (a) Pursuant to the provisions of Section 57001.5 of Title 5 of the California Code of Regulations no part of the application includes a request for funding the planning or construction of dormitories, stadiums, the improvement of sites for student or staff parking, single-purpose auditoriums or student centers other than cafeterias. The facilities included in the proposed project will be used for one or more of the purposes authorized in 57001.5 of Title 5. (b) Any State funds received pursuant to this application shall be used solely for defraying the development cost of the proposed project. If the application is approved, the construction covered by the application shall be undertaken in an economical manner and will not be of elaborate or extravagant design or materials, (c) Pursuant to the provisions of Section 81837 of the Education Code, approval of the final plans and specifications for construction will be obtained from the Board of Governors of the California Community Colleges before any contract is let for the construction. (d) No changes in construction plans or specifications made after approval of final plans which would alter the scope of work, function assignable and/or gross areas, utilities, or safety of the facility will be made without prior approval of the Chancellor's Office of the California Community Colleges and the Department of General Services, Department of State Architect. (e) Pursuant to the provisions of Section 57001 of Title 5 of the California Code of Regulations, an adequate and separate accounting and fiscal records and accounts of all funds received from any source to pay the cost of the proposed construction will be maintained, and audit of such records and accounts will be permitted at any reasonable time during the project, at the completion of the project, or both. (f) Architectural or engineering supervision and inspection will be provided at the construction site to ensure that the work was completed in compliance with provisions of Section 81130 of the Education Code and that it conforms with the approved plans and specifications. (g) Pursuant to the provisions of Section 8 of the Budget Act, no contract will be awarded prior to the allocation of funds to the Board of Governors by the Public Works Board.

NOW, THEREFORE BE IT RESOLVED: It is understood by Coast Community College District that: (a) No claim against any funds awarded on this application shall be approved which is for work or materials not a part of the project presented in this application and as approved by the Public Works Board. (b) The failure to abide by each of the assurances made herein entitles the Board of Governors of the California Community Colleges to withhold all or some portion of any funds awarded on this application. (c) Any fraudulent

statement which materially affects any substantial portion of the project presented in this application, as it may be finally approved, entitles the Board of Governors of the California Community Colleges to terminate this application or payment of any funds awarded on the project presented in this application.

BE IT FURTHER RESOLVED: (a) The appropriation, which may be made for the project presented in this application, does not make an absolute grant of that amount to the applicant. (b) The appropriation is made only to fund the project presented in the application, as it is finally approved, regardless of whether the actual cost is less than or equals the appropriation. (c) A reduction in the scope of the project or assignable areas shall result in a proportionate reduction in the funds available from the appropriation.

Final Project Proposal Funding Requests

Golden West College, Criminal Justice Training Center

Project Element	State Funds Requested	District Funds Required	Total Project Costs
Land Acquisition	\$0	\$0	\$0
Preliminary Plans	\$ 358,719	\$ 239,146	\$ 597,865
Working Drawings	\$ 360,217	\$ 240,145	\$ 600,362
Construction Funding	\$8,711,691	\$5,807,794	\$14,519,485
Equipment	\$ 652,868	\$ 435,245	\$ 1,088,113
Total	\$10,083,495	\$6,722,330	\$16,805,825

Fiscal Impact: \$16,805,825 Total
\$10,083,495 (from 2012/2013 State Capital Outlay Funds)
\$ 6,772,330 (from Coast Community College District Funds)
Master Plan Approved Projects
GWC Criminal Justice Training Center

**COAST COMMUNITY COLLEGE DISTRICT
INTERIM ADMINISTRATOR EMPLOYMENT CONTRACT**

1. **Parties.** The Coast Community College District ("District") and **JoAnn Busenbark** ("Administrator") hereby enter into this Interim Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."

2. **Position.** The District hereby employs Administrator as **Interim Director of Accessibility Center for Education (ACE).**

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing **8/19/10** and ending no later than **12/19/10**. This Agreement is not subject to automatic renewal pursuant to subsection "c" of Section 72411 of the *Education Code*.

6. **Salary.** Administrator shall be placed on the Academic Management Salary Schedule **DD** step **7**, range **16 (\$6,619.58 per month).**

7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.

8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.

9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position upon termination or expiration of this Agreement.

12. **Savings Clause.** 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.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

14. **Amendment.** 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.

President, Board of Trustees

Date

Administrator

Date

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Cerritos Franchise, Inc. ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for graphic design services, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed

under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and 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. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [*Initial if applicable* (_____)].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed twenty four thousand _____ Dollars (\$ 24,000 _____). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: \$25 per hour, not to exceed \$2,181 per month.

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

Graphic design services

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about August 19, 2010. All SERVICES shall be completed by no later than June 30, 2011 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director,

Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S 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. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. 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 even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an

employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR 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.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT 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.

9. 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:

_____, (College)
Attn: Vice President Administrative Services

_____, CA

TO INDEPENDENT CONSULTANT

Cerritos Franchise, Inc.
Attn: _____
[ADDRESS]) _____ 11572 Jerry Street
Cerritos, CA 90703

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. 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. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.


IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

President, Board of Trustees
Coast Community College District

Dated: _____

INDEPENDENT CONTRACTOR


[Name] Shawn Quarles
[Title] President
Social Security No. or Federal ID No. 20-5878034
Dated: 8/12/10