
REVISED AGENDA

Coast Community College District Regular Meeting of the Board of Trustees

Date: Wednesday, May 4, 2011

6:30 p.m. Regular Meeting

Board Room - 1370 Adams Avenue, Costa Mesa, CA 92626

(The 5:00 p.m. Closed Session has been moved to the conclusion of the Board's Open Session business items)

1.00 Preliminary Matters I

1.01 Call to Order

1.02 Roll Call

1.03 Opportunity for Public Comment (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 Resolution # 11-15, to Approve Implementing Emergency Budget Measures in Recognition of Fiscal Uncertainty and Hardship

1.05 Pledge of Allegiance – Trustee Jim Moreno

1.06 Presentations, Ceremonial Resolutions and Public Hearings

1.06.01 Acceptance of Retirements

2.00 Informative Reports I

(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 Presidents of Student Government Organizations

- 2.04 Reports from the Academic Senate Presidents
- 2.05 Reports from the Presidents of Employee Representative Groups
- 2.06 Reports from the Board of Trustees
- 2.07 Reports from the Board Committees & Review of Board Committee Meeting Dates
- 3.00 Informative Reports II
 - 3.01 Report on Appointment of Seth Daugherty as OCC Instruction Librarian
 - 3.02 Update on OCC Student Funding
 - 3.03 Report of Two-Year and Five-Year Plans on Information Technology Anticipated Needs
 - 3.04 Public Hearing and Approval of Termination of Part-Time Faculty Compensation Program and Reallocation of Funds
 - 3.05 Quarterly Financial Status Report
 - 3.06 Opportunity for the Board of Trustees to Review Proposed Changes to Board Policy BP 2015, Student Trustee, Board of Trustees
- 4.00 Matters for Review, Discussion and/or Action
 - 4.01 Board Meeting Dates
 - 4.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)
 - 4.03 The Board Directives Log
 - 4.04 Buildings and Grounds Reports
 - Golden West College Learning Resource Center
 - Coastline College Newport Beach Learning Center
 - 4.05 DIS – NBLC Supplemental Financing Plan
 - 4.06 Report and Update on Coast Community College District Facilities Master Plan

CONSENT CALENDAR

- 5.00 Travel
 - 5.01 DIS - Authorization for Attendance at Meetings and/or Conferences
- 6.00 Curriculum Approval

- 6.01 DIS – Curriculum Approval**
- 7.00 Authorization for Student Trips**
 - 7.01 GWC – Student Trips**
 - 7.02 OCC – Student Trips**
 - 7.03 CCC – Student Trips**
- 8.00 Authorization for Special Projects**
 - 8.01 GWC – Special Projects**
 - 8.02 DIS – Special Projects**
 - 8.03 CCC – Special Projects**
 - 8.04 OCC – Special Projects**
- 9.00 Authorization to Apply for Funded Programs**
 - 9.01 DIS – Authorization to Apply for Funded Programs**
- 10.00 Authorization for Disposal of Surplus**
 - 10.01 DIS – Disposal of Surplus**
- 11.00 Authorization to Enter Into Standard Telecourse Agreements**
 - 11.01 CCC – Standard Telecourse Agreements**
- 12.00 Approval of Clinical Contracts**
 - 12.01 GWC – Clinical Contracts**
 - 12.02 OCC – Clinical Contracts**
- 13.00 Approval of Standard Agreements**
 - 13.01 GWC – Standard Agreements**
 - 13.02 OCC – Standard Agreements**
 - 13.03 CCC – Standard Agreements**
- 14.00 Authorization for Purchase of Institutional Memberships**
 - 14.01 DIS – Institutional Memberships**
 - 14.02 GWC – Institutional Memberships**
 - 14.03 CCC – Institutional Memberships**
 - 14.04 OCC – Institutional Memberships**

15.00 Authorization for Community Activities

15.01 GWC – Community Activities

15.02 OCC – Community Activities

16.00 Authorization for Sailing Program

16.01 OCC – Sailing Program

17.00 Personnel Items

17.01 DIS – Personnel Items

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

b. Authorization for Leaves of Absence

c. Authorization for Schedule Changes, Classified Staff

d. Authorization for Professional Experts

18.00 Authorization for Independent Contractors

18.01 GWC – Independent Contractors

18.02 CCC – Independent Contractors

18.03 OCC – Independent Contractors

19.00 Authorization for Professional Development Program

19.01 CCC – Authorization for Professional Development

19.02 DIS – Authorization for Professional Development

20.00 Approval of Purchase Orders

20.01 DIS – Purchase Orders

21.00 Ratification/Approval of Checks

21.01 DIS – Ratification/Approval of Checks

22.00 Check List for General Obligation Bond Fund

22.01 DIS –General Obligation Bond Fund

23.00 Authorization for Special Payments

23.01 OCC – Special Payments

ACTION SECTION

24.00 Approval of Agreements

- 24.01 GWC – Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District for Conducting Online Career Certificate Programs**
- 24.02 CCC - Approve Agreement between Commanding Officer, Navy Submarine Base, Kings Bay, Georgia and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy**
- 24.03 CCC - Approve an Addendum to the Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit**
- 24.04 CCC - Approve Agreement between The Westin South Coast Plaza Hotel and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Planning Meeting**
- 24.05 CCC - Approve Addendum to the Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 14, 2011 Graduation Ceremony**
- 24.06 OCC – Approve a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for reciprocal use of Parking Lots and the use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 25, 2011**
- 24.07 CCC – Approve Agreement between Insight Media, Inc. and the Coast Community College District for the Right to Distribute Programs Produced by Coast Learning Systems**
- 24.08 DIS – Approval of Employment Agreement, Interim Associate Dean, Student Services, OCC**
- 24.09 CCC – Approve Agreement between Terremark North America, Inc. and the Coast Community College District to Provide Flexible Cloud Computing and Reliable Infrastructure Enabling Critical Systems Availability 24/7**
- 24.10 DIS – Approve Standard Agreement between the International Student Dual Admission (SDA) Program University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an ISDA University Partner**
- 24.11 DIS – Approve Agreement between US/China Entrepreneurs Exchange Association (US/CEEA) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students**

25.00 Buildings and Grounds Approvals

- 25.01 DIS - Authorization to File Notice of Completion**
- 25.02 DIS - Approve Change Order No. 2; Orange Coast College ABC Building Site Preparation; Bid No. 1961**

- 25.03 DIS - Approve Change Order No. 4; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965
- 25.04 DIS - Approve Change Order No. 3; Orange Coast College Student Center Renovation; Bid No. 1975
- 25.05 DIS – Approve Change Order No. 2; Orange Coast College Student Center Renovation; Bid No. 1982
- 25.06 DIS – Bid Tabulations and Award of Contract; Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994
- 25.07 DIS – Bid Tabulations and Award of Contract; Orange Coast College Classroom Modernization Project; Bid No. 1995
- 25.08 DIS – Approve Standard Professional Services Agreement with UCML, Inc. for DSA Close-Out of Open Projects at Orange Coast, Golden West, and Coastline Colleges
- 25.09 DIS – Approve Addendum No. 2 for LPA, Inc.; Coastline Community College Newport Beach Learning Center
- 26.00 General Items of Business
 - 26.01 DIS – Approval of Summer 2012 and 2013 Academic Calendars, 2012-2013 and 2013-2014 Academic Calendars, and 2012-2013 and 2013-2014 Administrative Holiday Schedules
 - 26.02 Vision 2020 District-Wide Facility Plan Presentation
 - 26.03 DIS – Approval of Instructional Material Fees
 - 26.04 DIS – Appointment of Student Trustee for Fiscal Year 2011-12
 - 26.05 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services
 - 26.06 OCC - Authorization to Conduct a Short-term Study Abroad Program in Paris, France, Summer 2012
- 27.00 Resolutions
 - 27.01 Resolution # 11-16 to Close County Funds
 - 27.02 Resolution # 11-17 to Establish Member/Alternate Member of Retiree Health Benefit Program Trust
- 28.00 Policy Implementation
 - 29.01 Approval of Consolidation of Student Trustee Selection Process and Board Policy BP 2105 Student Representative Selection Process
- 29.00 Close of Meeting

29.01 Recess to Closed Session

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

29.01.01 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 Associate Dean, Student Services
6. Classified Management
7. Classified Staff
 - a. Staff Assistant, Sr – Confidential
 - b. Child Care Eligibility Specialist
 - c. Student Financial Aid Tech -BFAP
 - d. Instructional Associate
 - e. Student Financial Aid Accounting
 - f. Student Financial Aid Tech-BFAP
 - g. Cal Works Staff Assistant Senior
 - h. Instructional Associate
 - i. Student Financial Aid Specialist-BFAP
 - j. Matriculation Testing Tech
 - k. Student Financial Aid Specialist-BFAP
 - l. Matriculation Evaluator
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
 - a. Military Cont Ed Tech III
 - b. Area Facilitator
 - c. Special Assignment
 - d. Special Assignment
 - e. Child Develop Specialist
 - f. Special Assignment
 - g. Staff Specialist
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

29.01.02 Conference with Labor Negotiator (Pursuant to Government 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

29.01.03 Conference with Legal Counsel: Existing Litigation

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

Jacobson v. Coast Community College District (Arbitration)

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

Coast Community College Association vs. Coast Community College

District (Arbitration)

Damian Rodriguez vs. George Phan et al., Orange County Superior

Court Case No, 30-2011-00445563

FM & Sons, Inc. vs. Coast Community College District, Orange County

Superior Court Case No. 30-2011-00451209

AB Calif Acquisition Corp vs. Tadros & Youssef Construction et al.,

Orange County Superior Court Case No. 30-2011-00450786

29.01.04 Conference with Legal Counsel: Anticipated Litigation

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

Claim by Janet Redding

29.01.05 Public Employee Discipline/Dismissal/Release

(Pursuant to Government Code Section 54957)

29.02 Reconvene Regular Meeting

29.03 Report of Action in Closed Session (if any)

29.04 Public Comment (Items Not On Agenda)

29.05 Adjournment

PRELIMINARY MATTERS
(White Pages)

**Wednesday, May 4, 2011
Regular Meeting**

1. Preliminary Matters

Subject	1.01 - 1.06 Preliminary Matters
Meeting	May 4, 2011 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Opportunity for Public Comment (Items on Agenda)

1.04 Resolution # 11-15 to Approve Implementing Emergency Budget Measures in Recognition of Fiscal Uncertainty and Hardship (See Attachment # 1)

1.05 Pledge of Allegiance - Trustee Jim Moreno

1.06 Presentation, Ceremonial Resolutions and Public Hearings

1.06.01 Acceptance of Retirements

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

Faculty

Garrison, Tom S., OCC, Full-Time Instructor, retirement effective 5/30/11

Hayes, Laird, OCC, Full-Time Instructor, retirement effective 5/29/11

Classified

Chapman, Robyn K., CCC, Staff Assistant, retirement effective 8/1/11

Dasig, Alfredo A., CCC, Custodian Senior, retirement effective 6/25/11

DiGiovanni, Nancy E., GWC, Accounting/Fiscal Specialist, retirement effective 7/1/11

Jacobson, Rita, Dist, Accounting Assistant III, retirement effective 7/1/11

Juno, Thomas A., CCC, Information Systems Technician, Sr., retirement effective 5/21/11

Reynolds, Yoko M., GWC, Instructional Associate, retirement effective 7/1/11

Trulin, Mary P., GWC, Accounting Technician, Sr., retirement effective 7/1/11

Wall, Susan K., GWC, Staff Specialist, retirement effective 7/1/11

File Attachments

[Resolution 11-15, Budget Measures.pdf \(86 KB\)](#)

Tom Garrison

Whereas, Tom Garrison, Instructor, Marine Science, is retiring from Orange Coast College effective the thirtieth day of May 2011; and

Whereas, Tom Garrison began his career at Orange Coast College teaching Oceanography and Marine Science forty-two years ago. In the history of the college, Tom Garrison is the only faculty member to be awarded the title "Distinguished Professor". Tom Garrison is the author of the number one selling textbook on oceanography and contributes a regular column on oceanography education for the journal "oceanography"; and

Whereas, Tom Garrison won the ACCT 2010 Pacific Regional Faculty Award and was previously named Professor of the Year at Orange Coast College. Tom Garrison was named Outstanding Marine Educator by the National Marine Technology Society and won an Excellence in College Teaching Award from the Salgo-Noren Foundation; and

Whereas, Tom Garrison co-founded the OCC Honors Program and, with those who worked with him, won an Emmy Award for their work on the "Oceanus" television course, and the success of "Oceanus" led to the development of the program "The Endless Voyage"; and

Whereas, Tom Garrison is in great demand as a guest lecturer around the world, but his greatest legacy is the 50,000 students who took his courses through the decades. His colleagues at Orange Coast College feel truly fortunate to have learned from, and worked with, Tom Garrison.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Tom Garrison on this day, the fourth day of May in the year 2011.

Laird Hayes

Whereas, Laird Hayes, Instructor, Physical Education and Athletics, is retiring from Orange Coast College effective the thirtieth day of May 2011; and

Whereas, Laird Hayes began his career at Orange Coast College in 1976 when he started as Assistant Dean of Student Affairs and served there until 1985 when he was named Director of Community Relations for the Coast Community College District. In 1987 Laird Hayes returned to Orange Coast College as head men's soccer coach and Professor of Health and Physical Education, and;

Whereas, Laird Hayes is known for his passion for, and knowledge of, the ocean. He is well loved by his students and athletes, and is well respected by his colleagues and opposing college coaches; and

Whereas, Laird Hayes spends his fall weekends officiating football in the National Football League as Side Judge 125, including two Super Bowls and last December's AFC Championship

Game. In the summers, Laird Hayes owns and directs the nationwide Quarterback and Receiver Camp founded by his father in 1965; and

Whereas, a native of Santa Barbara, Laird Hayes earned his BA Degree from Princeton University and his Ed.D. from UCLA. Laird Hayes is married to Maggie, and they reside in Newport Beach with Coco the Wonder Dog. Laird Hayes is the father of Katie, a UCLA graduate, working in the entertainment business in Hollywood, and Andy, a water polo player at USC.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Laird Hayes on this day, the fourth of May in the year 2011.

Robyn Chapman

Whereas, Robyn Chapman, Staff Assistant is retiring from Coastline Community College effective the first day of August 2011; and

Whereas, Robyn Chapman began her career in 2000 as an hourly employee in the Grant Development Department. Robyn's hard work and dedication led to a permanent Secretary Senior position in 2001, working 75% for the Grant Department and 25% for the Research Department. In 2006 Robyn became a Staff Aide in the Foundation and in 2008 her position was reorganized to Staff Assistant; and

Whereas, while working Robyn Chapman attended night classes at Coastline Community College to earn her AA Degree, and at Cal State Dominguez Hills to earn her Bachelor's Degree in Management/Human Resources. During her employment with Coastline, Robyn has enjoyed the family atmosphere and has taken great pride in her work, with her focus being on student success; and

Whereas, Robyn Chapman plans to spend more leisure time with her family and friends, as well as do some grant writing for the small town community in Silverado. Robyn Chapman would like to thank everyone for their kindness, encouragement and the fun times that were had by all throughout her career at Coastline Community College.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Robyn Chapman on this day, the fourth of May in the year 2011.

Alfred Dasig

Whereas, Alfred "Freddie" Dasig, Custodian Senior, is retiring from Coastline Community College effective the twenty-fifth day of June 2011; and

Whereas, Freddie Dasig began his career with the Coast Community College District in 1988 working at the Huntingdon/Westminster Center; and

Whereas, in 2006 Coastline opened the Le-Jao Learning Center and Freddie Dasig took over ownership of the new building, and has cared for it with pride for five years; and

Whereas, retirement will allow Freddie Dasig to spend time with his family here in the U.S. and his father in the Philippines; and

Whereas, Freddie Dasig has been a part of the Coastline family for 23 years and will be missed!

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Freddie Dasig for his years of service to Coastline Community College and the Coast Community College District and offers him sincere wishes for a happy, healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Freddie Dasig on this day, the fourth of May in the year 2011.

Nancy DiGiovanni

Whereas, Nancy DiGiovanni, Accounting/Fiscal Specialist, is retiring from Golden West College effective the first day of July 2011; and

Whereas, Nancy DiGiovanni began her career with the Coast Community College District in 1990 as an hourly in Coastline's Business Office. Nancy was promoted to a full-time position at the District Office as an Accounts Payable Clerk in 1993; and

Whereas, Nancy DiGiovanni was promoted several times at the District Office, and eventually became a Grants Specialist. In 2006, Nancy transferred to Golden West College as an Accounting/Fiscal Specialist; and

Whereas, Nancy DiGiovanni's talents as the "Grants Expert" have been truly appreciated. She has a wealth of knowledge of the integral workings of grants. Nancy's expertise, thoroughness and attention to the intricate details of each grant have been a true asset to the college as well as the District; and

Whereas, in retirement, Nancy DiGiovanni plans to garden and cook. She would like to travel to Italy, Hawaii and New Zealand. Nancy plans to pursue her passion by volunteering in animal rescue. She plans to spend time with her husband, Marty, grandchildren, family, friends, her two dogs, Vito and Ringo, and cat, Miller.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Nancy DiGiovanni on this day, the fourth of May in the year 2011.

Rita Jacobson

Whereas, Rita Jacobson, Accounting Assistant III, is retiring from the Coast Community College District effective the first day of July 2011 after 21 years; and

Whereas, Rita Jacobson is a graduate of Golden West College and began her career in 1990 as an Accounts Payable Clerk; and

Whereas, Rita Jacobson has worked under four managers and two interim managers. She has worked through the implementation of four financial management systems, bringing her experience and excellent work ethics to those tasks; and

Whereas, Rita Jacobson is looking forward to having the time to pursue her current interests, knitting, reading and gardening. She is a talented knitter and has presented some beautiful gifts to coworkers through the years. Rita also loves to read and looks forward to the added free time to get into her books. Her husband, Bruce, is an engineer and has joined a new start-up company. Rita is looking forward to supporting him in his endeavors, the latest of which is developing processes to help clean up nuclear waste from the disaster in Japan; and

Whereas, Rita Jacobson's dedication and hard work are greatly appreciated; she has been a real asset to the operation of the Accounts Payable and Fiscal Affairs areas.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Rita Jacobson for her years of service to the Coast Community College District and offers 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 Rita Jacobson on this day, the fourth of May in the year 2011.

Tom Juno

Whereas, Tom Juno, Information Systems Technician Senior, is retiring from Coastline Community College effective the twenty-first day of May 2011; and

Whereas, Tom Juno began his career in the Automotive Program at Golden West College in 1972 B.C. (before computers) as a shop assistant while enrolled in the two-year course. Tom eventually became a classified staff member, before leaving in 1976; and

Whereas, Tom Juno returned to Golden West College as a student in 1987 and by the following year helped conduct contract-education seminars through the Computer Aided Drafting Lab,

which he later joined as a student assistant. After four years as an hourly employee and becoming the computer technician/network administrator for the Technology Division, Tom was again hired as 50% classified instructional associate under the Office of Instruction, and 50% computer technician under Administrative Services. A campus-wide reorganization combined the dual role and he was assigned to the newly formed Computer Services Department full-time where his role was expanded campus-wide; and

Whereas, Tom Juno was transferred in 2002 and joined the Computer Services Department at Coastline Community College, spending the last six years assigned to the One Stop Centers throughout Orange County. Tom plans to travel, look in on old friends, and revive many of his old hobbies in retirement.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Tom Juno for his years of service to Coastline Community College and the Coast Community College District and offers him sincere wishes for a happy healthy, and fulfilling retirement.

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Tom Juno on this day, the fourth of May in the year 2011.

Yoko Reynolds

Whereas, Yoko Reynolds, Instructional Associate, is retiring from Golden West College effective the first day of July 2011; and

Whereas, Yoko Reynolds began her career at Golden West College in the Mathematics Department twenty years ago. Yoko quickly brought order and structure to the Math Lab with an emphasis on quality support to students and faculty alike. She has provided tutoring, guidance and encouragement to countless numbers of remedial students over decades of work; and

Whereas, Yoko Reynolds' patience and leadership helped many students succeed who would otherwise have given up. She has made a difference in many young lives by inspiring each student to take responsibility and work hard. Yoko's leadership has also been evident with the student workers as they learned to assist in the lab. As a result of her careful management training, the mathematics laboratory has maintained an organized, well-structured environment, conducive to student learning; and

Whereas, Yoko Reynolds has dedicated extra time each semester to help instructors and students begin the laboratory experience in a smooth, organized fashion. Everyone knew they could count on Yoko, and her professionalism, competence and willingness to get things right have always been first-rate. Theodore Roosevelt said "Courage, hard work, self mastery and intelligent effort are all essential to a successful life. Character in the long run is the decisive factor in the life of an individual". This describes Yoko Reynolds.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Yoko Reynolds on this day, the fourth day of May in the year 2011.

Mary Trulin

Whereas, Mary (Pat) Trulin, Accounting Technician, Senior, is retiring from Golden West College effective the first day of July 2011; and

Whereas, Pat Trulin began her career with the Coast Community College District in 1994 working at Golden West College as an hourly employee in Admissions and Records as a Registration Clerk. In 1999, Pat was promoted to full-time Accounting Technician, Senior, in the Fiscal Services Office, where she was responsible for the accounting of the Bookstore and Foundation; and

Whereas, Pat Trulin's hard work, diligence, reliability, and integrity have been a true benefit to Golden West College. Her commitment to excellence shines through her attention to detail, and her accounting "talents" have been truly appreciated; and

Whereas, in retirement, Pat Trulin plans to spend more time with her grand-daughter, Stella, and family. Pat plans to travel to New Orleans in October to attend her son's wedding. She would like to travel to Italy as well as travel to each State at least once. Pat also wants to volunteer and spend time doing home improvements and gardening.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Pat Trulin for her years of service to Golden West College and the Coast Community College District and offers 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 Pat Trulin on this day, the fourth of May in the year 2011.

Susan Wall

Whereas, Susan Wall, Staff Specialist, is retiring from Golden West College effective the first day of July 2011; and

Whereas, Susan Wall's employment started at the Coastline Community College in August of 1985 as a part-time Accounting Clerk. She wore several hats after that at Coastline, including acting as the Fiscal Affairs Supervisor when her Director was out on leave. Susan received her Bachelor of Arts in Finance from Cal State Fullerton in 1990 while also working at Coastline; and

Whereas, Susan Wall moved to the Golden West College campus in April 2001 as a Staff Specialist in the Fiscal Services Department. She has been awarded Classified Employee of the Month twice during her time at Golden West. Susan was also selected as Classified Employee of the Year in 2010; and

Whereas, Susan Wall has truly been an asset to our District. She has been a model employee, always committed to helping students and staff. Susan's integrity, ethics and competence have made her an asset everywhere she has worked; and

Whereas, in retirement, Susan Wall plans to volunteer at Oasis Senior Center as she enjoys working with the senior community. Susan also looks forward to long walks with her dog, Samantha, traveling with her husband of 31 years, Tom, and taking Tai Chi classes.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Susan Wall for her years of service to Golden West 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 Susan Wall on this day, the fourth day of May in the year 2011.

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject	2.01 - 2.07 Informative Reports
----------------	--

Meeting	May 4, 2011 - Regular Meeting
---------	-------------------------------

Category	2. Informative Reports
----------	------------------------

Access	Public
--------	--------

Type	Informative Reports
------	---------------------

2.01 Report from the Chancellor

Dr. Ding-Jo H. Currie

2.02 Reports from the Presidents

Dr. Loretta Adrian, Coastline Community College

Dr. Dennis Harkins, Orange Coast College

Wes Bryan, Golden West College

2.03 Reports from the Presidents of Student Government Organizations

Lisa Okamoto, Coastline Community College

David Salai, Golden West College

Catherine Tran, Orange Coast College

2.04 Reports from the Academic Senate Presidents

Nancy Jones, Coastline Community College

Theresa Lavarini, Golden West College

Vesna Marcina, Orange Coast College

2.05 Reports from the Presidents of Employee Representative Groups

Ann Nicholson, Coast Federation of Classified Employees (CFCE)

Dr. Barbara Price, Coast Community College Association-California Teachers Association/National Education Association (CCCA-CTA/NEA)

Dean Mancina, Coast Federation of Educators/American Federation of Teachers (CFE/AFT)

Christina Irvin, Association of Confidential Employees (ACE)

Vince Rodriguez, Coast District Management Association (CDMA)

2.06 Reports from the Board of Trustees

Trustee Jerry Patterson, Board President

Trustee Jim Moreno, Board Vice President

Trustee Dr. Lorraine Prinsky, Board Clerk

Trustee Mary L. Hornbuckle

Trustee David A. Grant

Student Trustee Lee Fuller

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

Accreditation Committee

Audit and Budget Committee
Career Technical Education Committee
Economic Development Committee
Legislative Affairs
Personnel Committee
Orange County Legislative Task Force

Audit and Budget - June 8, 2011, 3:00 p.m. Board of Trustees' Conference Room
Accreditation - June 9, 2011, 3:30 p.m. Board of Trustees' Conference Room

3. Informative Reports II

Subject	3.01 - 3.07 Informative Reports
----------------	--

Meeting	May 4, 2011 - Regular Meeting
---------	-------------------------------

Category	3. Informative Reports II
----------	---------------------------

Access	Public
--------	--------

Type	Informative Reports
------	---------------------

3.01 Report on Appointment of Seth Daugherty as OCC Instruction Librarian

3.02 Update on OCC Student Funding

3.03 Report of Two-Year and Five-Year Plans on Information Technology Anticipated Needs

3.04 Public Hearing and Approval of Termination of Part-Time Faculty Compensation Program and Reallocation of Funds

3.05 Quarterly Financial Status Report

Section 58310 of Title 5 of the *California Code of Regulations* requires that the District file a Quarterly Financial Status Report (Form CCFS-311Q) with the State Chancellor's office each quarter. Attached to each trustee's agenda is the Third Quarter Financial Status Report ending March 31, 2011. The report contains the CCFS-311Q State Chancellor's Report, a General Fund Financial Status Report and Fund Balance Report for all funds. (See Attachment # 2)

Fiscal impact: No fiscal impact.

3.06 Report Presentation from the Redistricting Partners on the Requirements and Processes Related to Redistricting

3.07 Opportunity for the Board of Trustees to Review Proposed Changes to Board Policy BP 2015, Student Trustee, Board of Trustees

After review by the Board Clerk and Secretary of the Board, it is recommended by the Student Trustee that the Board review Policy BP 2015, Student Trustee, Board of Trustees, as part of the legally required annual review exercise.

In addition to the annual policy review, the District Student Council and Student Trustee have recommended changes to the policy. Additions are marked in **bold** and deletions are marked in ~~striketrough~~. The District Student Council and Student Trustee recommend modifying the Grade Point Average requirement for Applicants for the Student Trustee position to be 2.5. The District Student Council and Student Trustee also recommend adding an advisory vote capability for the Student Trustee, effective June 1, 2011.

Based on Trustee review and comment, Board Policy 2015 will be returned to the Agenda on May 18, 2011 for adoption. A copy of the policy is attached to each Trustee's agenda. (See Attachment # 3)

[CCFS-311Q Q3 3-31-2011.pdf \(348 KB\)](#)

[District Student Trustee policy amendments.pdf \(12 KB\)](#)

Public Hearing and Approval of Termination of Funding of Part-Time Faculty Parity Compensation Program and Reallocation of Funds

1. Public Hearing

- a) Opening of Public Hearing
- b) Testimony
- c) Board Discussion
- d) Close Public Hearing

2. Board Deliberation and Action

a. Background

The cuts that the California Community Colleges (CCC) received in the *2009-10 Budget Act* were focused primarily on categorical programs. Year-over-year support for categorical programs declined by 37 percent; from \$705 million in 2008-09 to \$441 million in 2009-10. To help districts better accommodate these reductions, the budget package moved 12 of CCC's 21 categorical programs into what became known as a "flex item."

From 2009-10 to 2012-13, districts are permitted to transfer funds from categorical programs in the flex item to any other categorical spending purpose. (Such decisions must be made by local governing boards at publicly held hearings.) By contrast, funds in categoricals that are *excluded* from the flex item must continue to be spent on their own specific program in accordance with statutory and regulatory requirements. The level of funding provided for categorical programs remains generally unchanged in 2010-11 compared to prior year. Total funding for categorical programs equals \$395 million if you exclude the \$68 million provided for Career Technical Education.

The categorical programs shaded below reflect those contained within the flex provisions.

Categorical Program Funding 2010-11					
(dollars in thousands)					
	2009-10	2009-10 ARRA*	Total 2009-10	2010-11	Change
Categorical Programs					
Student Financial Aid Administration	\$ 52,884	\$ -	\$ 52,884	\$ 54,995	\$ 2,111
Foster Care Education Program	\$ 5,254	\$ -	\$ 5,254	\$ 5,254	\$ -
Fund for Student Success	\$ 3,792	\$ 396	\$ 4,188	\$ 3,792	\$ (396)
CalWORKs	\$ 26,695	\$ 2,786	\$ 29,481	\$ 26,695	\$ (2,786)
Student Success Initiative - Basic Skills	\$ 20,037	\$ 2,091	\$ 22,128	\$ 20,037	\$ (2,091)
Nursing Support	\$ 13,378	\$ 1,396	\$ 14,774	\$ 13,378	\$ (1,396)
Disabled Students	\$ 69,223	\$ 7,224	\$ 76,447	\$ 69,223	\$ (7,224)
Extended Opportunity Programs & Services	\$ 73,605	\$ 7,682	\$ 81,287	\$ 73,605	\$ (7,682)
Telecom & Technology Services	\$ 15,290	\$ 1,596	\$ 16,886	\$ 15,290	\$ (1,596)
Academic Senate**	\$ 318	\$ -	\$ 318	\$ 318	\$ -
Childcare Tax Bail Out	\$ 3,350	\$ 350	\$ 3,700	\$ 3,350	\$ (350)
Equal Employment Opportunity	\$ 767	\$ 113	\$ 880	\$ 767	\$ (113)
Economic Development**	\$ 22,929	\$ 2,393	\$ 25,322	\$ 22,929	\$ (2,393)
Apprenticeship	\$ 7,174	\$ 749	\$ 7,923	\$ 7,174	\$ (749)
Part-time Faculty Office Hours	\$ 3,514	\$ 367	\$ 3,881	\$ 3,514	\$ (367)
Part-time Faculty Health Insurance	\$ 490	\$ 51	\$ 541	\$ 490	\$ (51)
Part-time Faculty Compensation	\$ 24,907	\$ 2,599	\$ 27,506	\$ 24,907	\$ (2,599)
Transfer Education and Articulation**	\$ 698	\$ 73	\$ 771	\$ 698	\$ (73)
Matriculation	\$ 49,183	\$ 5,133	\$ 54,316	\$ 49,183	\$ (5,133)
Total Categorical Program Funds	\$ 393,488	\$ 35,000	\$ 428,488	\$ 395,599	\$ (32,889)

In 2009, the District and the Coast Community College Association entered into a Memorandum of Understanding ("MOU") concerning the distribution of Parity Funds. Section 3 of the MOU provides that "This MOU will be effective commencing for the 2009-10 academic year and until the Program is no longer funded by the State or Board of Trustees, whichever comes first." There is no analogous memorandum of understanding with the Coast Federation of Educators. Because of the unprecedented nature of the budget crisis facing the state and the District, this agenda item has been written in an effort to provide additional relief to the General Fund and to minimize employee layoffs.

b. Goal/Purpose

This recommendation is designed to facilitate budgetary assistance within the district's general fund. The Coast District received approximately \$745,000 in Part-Time Faculty Parity (parity) funds in the current year.

The chart below shows categorical programs for which the district budgets on-going general fund support and how realignment of Part-Time Faculty Parity Funds can generate relief within the general fund. Through reallocating these funds to the categorical programs noted below, the district will be able to reduce its general fund support of these programs.

**Distribution of Parity Funds Through Flexibility
2011-12**

	2008-09 Allocation	2010-11 Allocation	2010-11 GF Backfill	% of Total	Distribution of Parity Funds	2011-12 Adjusted Allocation	2011-12 Adjusted GF Backfill
DSPS	2,870,577	1,717,070	119,536	14%	102,433	1,819,503	17,103
EOPS	3,188,127	1,893,475	245,338	28%	210,236	2,103,711	35,102
Matriculation	2,503,698	1,216,589	504,729	58%	432,515	1,649,104	72,214
Parity Funds	1,520,706	745,184	-		(745,184)	-	
Totals	10,083,108	5,572,318	869,603	-	-	5,572,318	124,419

c. Recommendation Statement

This agenda item is written to address the disposition of Part-Time Faculty Parity Funds the district is scheduled to receive in the 2011-12 fiscal year. This will not impact funds received in the 2010-11 fiscal year scheduled for disbursement in the summer of 2011. By taking this action now these funds can become a part of the budgetary solution for the 2011-12 fiscal year.

After review by the Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that the Board of Trustees, under the authority of Education Code Section 84043, terminate the funding of the Part-time Faculty Compensation Program and direct staff to reallocate funds, estimated to be \$745,000, received as Part-Time Faculty Parity in the 2011-12 fiscal year to the uses identified in the chart above.

d. Fiscal Review & Impact

It is estimated the Part-Time Faculty Parity Funds will amount to \$745,000 in the 2011-12 fiscal year.

4. Matters for Review, Discussion and/or Action

Subject	4.01 - 4.05 Matters for Review, Discussion and/or Action
Meeting	May 4, 2011 - Regular Meeting
Category	4. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

4.01 Board Meeting Dates

May 4, 2011 - Regular Meeting
May 18, 2011 - Regular Meeting
June 15, 2011 - Regular/Study Session
July 20, 2011 - Regular Meeting
August 3, 2011 - Regular/Study Session
August 17, 2011 - Regular Meeting
September 7, 2011 - Regular/Study Session
September 21, 2011 - Regular Meeting
October 5, 2011 - Regular Meeting
October 19, 2011 - Regular/Study Session
November 2, 2011 - Regular Meeting
November 16, 2011 - Regular Meeting
December 14, 2011 - Organizational Meeting

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

June 17-18, 2011 Sacramento, CA CCCT Executive Committee and Board Meetings
June 23-25, 2011 Ventura Beach, CA, CCLC, Classified Leadership Institute
August 3-5, 2011 Washington D.C., ACCT, New Trustee Governance Leadership Institute
August 12-13, 2011 San Francisco, CA, CCLC Student Trustee Workshop
October 12-15, 2011 Dallas, TX, ACCT Annual Leadership Congress
November 17-19, 2011 San Jose, CA, CCLC, Annual Convention and Partner Conferences

4.03 The Board Directives Log

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

4.04 Buildings and Grounds Reports

Golden West College Learning Resource Center

Architect: Steinberg Group
Construction Manager: URS
DSA Approval: March 2008
Construction Start: July 2008
Est. Completion: June 2011
Funding Source: Measure C General Obligation Fund

Project Status: Significant progress has been made in completing this building. However, progress has again slowed pending the arrival of "long-lead" materials. The building remains on schedule for Fall 2011 opening. In addition to coordinating completion of construction, the District has begun to address change order/delay claims with trade contractors. These discussions are ongoing and mutually agreeable change orders will be presented to the Board as they are finalized.

Coastline College Newport Beach Learning Center

Architect: LPA Architecture

Construction Manager: CW Driver

DSA Approval (Phase II: Building Construction): January 2011

Est. Construction Start: August 2010 (Phase I: Site Preparation)

Est. Completion: June 2012

Funding: Measure C General Obligation Bond

Project Status: The remaining required trade packages (site concrete/masonry, plumbing) are recommended for award on this board agenda. The site preparation scope (Phase 1) is completed and the project is currently transitioning into Phase II. This phase has incurred a delay in attaining DSA approval. This milestone was achieved on 4/26 and construction is scheduled to commence on 5/2

4.05 DIS - NBLC Supplemental Financing Plan (see Attachment #4)

File Attachments

[5-4-11 Meeting.pdf \(16 KB\)](#)

[NBLC FINANCING PLAN BOARD PRESENTATION 031611.pdf \(212 KB\)](#)

[CCLC Lease Review Bond Program Overview.pdf \(299 KB\)](#)

[NBLC Finance Plan 05-04-11 BOT Inform Rpt. Dunn .pdf \(20 KB\)](#)

4.05 DIS – NBLC Supplemental Financing Plan

Background:

At the February 25, 2011, meeting of the Land Development Committee, an overview of the Coastline College Newport Beach Learning Center was presented. At the March 2, 2011, meeting of the Board of Trustees, a similar overview of this project was presented to the full Board. Included in both these presentations was a summary of the financing required for the project. In addition to utilizing their Measure C resources, Coastline College will require an estimated additional \$20 million to complete the Newport Beach Learning Center project. That summary is attached for your information.

Since that time, staff has investigated alternate means of financing the necessary \$20 million to fully fund this project. Initially we thought a Certificate of Participation (COP) would be the best avenue to take. If the district had a definitive plan for a subsequent General Obligation (GO) bond measure, we had also examined a hybrid type of financing known as a COP - Bond Anticipation Note (BAN). Under those circumstances a COP/BAN could be structured for an approximate five-year period with the idea that this note would be retired with a subsequent GO bond or re-issued in the form of another BAN. That would hypothetically give the district two opportunities (2012 and 2014) to seek approval for another GO bond. In either event and in order to secure a financing team to execute this type of financing, we would generally proceed to issue a Request For Qualifications (RFQ) and go through a comprehensive qualifications-based selection process.

Further investigation, however, has pointed us toward the Community College League of California (CCLC) and their Lease Revenue Bond (LRB) program. The CCLC has, in response to a demand for financing options from local districts, developed a cost-efficient method of financing equipment purchases and capital facilities projects through the issuance of LRB's or lease purchase financing. In initiating this program, the CCLC undertook a qualifications based selection process, not unlike what we would have done internally in pursuing stand alone borrowing, to identify a financing team. The banker, RBC Capital Markets, in tandem with bond counsel, Stradling, Yocca, Carlson & Rauth was selected. Since the LRB program was initiated, numerous districts have taken advantage of the benefits of pooled financing. The CCLC is the same organization that sponsors the retiree health benefit program in which Coast participates.

One of the most visible benefits of utilizing the CCLC's service is that we can structure a pooled borrowing and thus share the cost of issuance and potentially reduce the cost of borrowing through a larger scale issuance. To that end, I learned recently that West-Valley Mission CCD (WV-M) is structuring a borrowing package through this program. An initial conversation with my counterpart at WV-M, suggests that our timing and interests are sufficiently aligned that we can take advantage of this pooled borrowing process.

Status:

Moving forward from the informational presentations in February and early March the project bidding concluded and status is as follows:

1. Bids have been received and validated for 18 of 21 Bid Packages. Two of the remaining three bid packages for which no bids were received or the team has opted to re-bid are

being advertised and it is anticipated a recommendation for award will be presented to the Board later this spring.

2. The third bid package is minor in nature and addresses kitchen equipment in the staff lounge/dining area. This body of work comes late in the project and will likely be re-structured as an Owner-Furnish Contractor-Install (OFCI) package meaning we will procure the equipment separately. There is no adverse schedule impact expected from this change.
3. At the March 16, 2011, meeting of the Board of Trustees the following action was taken:
 - Approve the bid packages outlined in #1 above
 - Conceptual approval was given the bridge financing described in this memo.
4. The District and Coastline College continue to work on establishing a restricted reserve in order to secure an estimated ten years of debt service. We are also engaged in discussions with the financing team to examine investment strategies for this reserve that may serve to offset future debt payments for Coastline College.
5. The District is nearing a point where it can issue Notices to Proceed to begin the work.

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.

5. Travel

Subject	5.01 DIS - Authorization for Attendance at Meetings and/or Conferences
----------------	---

Meeting	May 4, 2011 - Regular Meeting
---------	-------------------------------

Category	5. Travel
----------	-----------

Access	Public
--------	--------

Type	Consent
------	---------

(1) Meetings for the Board of Trustees

None

(2) Meetings for Faculty and Staff

SusanM Bierlich, Director, Child Care Center (OCC), to attend the 2011 Child and Adult Care Food Program Mandatory Annual Training, June 10, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$35, to be paid from Children's Center Foundation Funds.

GailS Call, Instructor (GWC), to attend the Imagine-American Institute of Floral Designers National Symposium, July 3-9, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$2,778, including a registration fee of \$1,144, travel by Air Coach, rental car and insurance, to be paid from VTEA/Perkins funds, IPD AFT conference funds, IPD VP conference funds.

HenriettaM Carter, Instructor (GWC), to attend the Berkshire Choral Festival, July 9-18, 2011, Sheffield, MA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$1,170, travel by Air Coach, rental car and insurance, to be paid from AFT IPD Conference Funds.

Ding-JoH Currie, Chancellor (CCCD), to attend the 2011 National Conference on Race and Ethnicity in American Higher Education, June 1-2, 2011, San Francisco, CA, without loss of salary, with no reimbursement authorized from District funds, including travel by Air Coach, to be paid from personal funds and sponsoring organization.

JenniferM De La Rosa, Mil/Cont Educ Prg Coord (CCC), to attend the Sailor Marine Online Academic Advisor Workshop, June 13-17, 2011, Pensacola, FL, without loss of salary, with reimbursement for allowable expenses of \$2,050, including a registration fee of \$25, travel by Air Coach, to be paid from Contract Education (Auxiliary) funds.

GeorgeS Del Carmen, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Planning Meeting, May 6-7, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA BESAC funds.

RyaneN Harris, Instructor (GWC), to attend the Bread Loaf Conference, September 17-25, 2011, Sicily, Italy without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$300, travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds.

MidgeA Hill, Adm/Records Tech 2 (OCC), to attend the 16th Annual Western Association of Veteran Education Specialist Conference, July 17 - 21, 2011, Irving, TX, without loss of salary, with reimbursement for allowable expenses of \$1800, including travel by Air Coach, to be paid from A&R Ancillary Account.

JacquelineHils-Williams, Instructor/Coord (GWC), to attend the 2011 Improvement Science Summit & Institute on Evidence-Based Practice, June 28-July 3, 2011, San Antonio, TX, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$990, travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds.

JonR Holland, Instructor Cosmetology (GWC), to attend the Great Teachers Seminar, August 1-6, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1,200, including a registration fee of \$950, to be paid from IPD AFT Conference funds F/T.

JanetM Houlihan, Vice President (GWC), to attend the Association of Chief Business Officials Spring Conference, May 16, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1,050, including a registration fee of \$285, travel by Air Coach, to be paid from Administrative Services Trust Funds.

FrederickJ Lockwood, Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Planning Meeting, May 6-7, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA BESAC funds.

VinicioJ Lopez, Dean (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Planning Meeting, May 6-7, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA BESAC funds.

PeterS Maharaj, Mgr, Contract Ed Prg & Service (CCC), to attend the Sailor Marine Online Academic Advisor Workshop, June 13-17, 2011, Pensacola, FL, without loss of salary, with reimbursement for allowable expenses of \$2,050, including a registration fee of \$25, travel by Air Coach, rental car and insurance, to be paid from Contract Education (Auxiliary) funds.

MaC Marin, Grants Proj Asst (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Planning Meeting, May 6-7, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA BESAC funds.

CarlaR Martinez, Student Serv Coord (OCC), to attend the Student Leadership Challenge Facilitator Training, July 25 - 28, 2011, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$3500, including a registration fee of \$1500, travel by Air Coach, to be paid from ASOCC funds.

RichardC Mathias, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Planning Meeting, May 6-7, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA BESAC funds.

Maryl O'Connor, Prog Mgr Rhorc (GWC), to attend the Health Workforce Initiative Director Meeting, Advisory & California Department of Education Meeting, May 18-20, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from EWDP Grant (RHORC).

PaulettePasquale, Hourly Instructor (GWC), to attend the Healing Touch Level II Class, May 21-22, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$365, including a registration fee of \$365, to be paid from P/T IPD 50-60%.

RandalJ Pile, Hourly Instructor (OCC), to attend the Victoria Conservatory of Music Summer Guitar Academy, July 13 - 17, 2011, Victoria, BC, Canada without loss of salary, with reimbursement for allowable expenses of \$700, including travel by Air Coach, to be paid from CFE/AFT Professional Development.

BarbaraA Price, Union President (OCC), to attend the National Education Association Representative Assembly Annual Conference, June 29 - July 6, 2011, Chicago, IL, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$35, travel by Air Coach, to be paid from CCA/CTA Professional Development Funds.

EdwardJ Reyna, Instructor Cosmetlgy (GWC), to attend the Great Teachers Seminar, August 1-6, 2011, Santa Barbara, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$950, to be paid from IPD funds.

MiriamM Somoano, Hourly Instructor (GWC), to attend the Imagine-Dream-Create-Share American Institute of Floral Designers Symposium, July 3-9, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$1,698, including a registration fee of \$1144, travel by Air Coach, rental car and insurance, to be paid from VTEA/Perkins funds, CCA Conference Funds.

AmyThach, Temp Instructor (GWC), to attend the Designing and Developing Simulations, May 24, 2011, Online, without loss of salary, with reimbursement for allowable expenses of \$69, including a registration fee of \$69, to be paid from AFT IPD Conference Funds.

AmyThach, Temp Instructor (GWC), to attend the Debriefing and Guided Reflection, May 24, 2011, Online, without loss of salary, with reimbursement for allowable expenses of \$69, including a registration fee of \$69, to be paid from AFT IPD Conference Funds.

JillianL Whistler, Child Care Center Elig Asst. (OCC), to attend the 2011 Child and Adult Care Food Program Mandatory Annual Training, June 10, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$35, including a registration fee of \$35, to be paid from Children's Center Foundation Funds.

StephenM Whitson, Hourly Instructor (CCC), to attend the Business Education Statewide Advisory Committee (BESAC) Planning Meeting, May 6-7, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$250, to be paid from VTEA BESAC funds.

6. Curriculum Approval

Subject	6.01 DIS - Curriculum Approval
Meeting	May 4, 2011 - Regular Meeting
Category	6. Curriculum Approval
Access	Public
Type	Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of Programs/Options/Revisions/Retirements/Reinstatements

File Attachments

[Curriculum.pdf \(65 KB\)](#)

Approval of New Courses

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

Golden West College

Effective Fall 2011

Computer Business Applications G152 – MS Windows; 3 units

36 semester lecture hours and 54 semester non-lecture hours; fee: \$2.00; advisory: CBA G145, Introduction to the PC, or equivalent experience; grading method: student option.

This course provides a hands-on comprehensive introduction to the MS Windows 7 environment. Students will learn fundamental skills of the Windows operating system such as file and folder organization and management; personalizing the Windows environment; managing Windows Media Center, Homegroups, Libraries, Windows Live Essentials, and Windows Touch; working with the Internet and E-mail; protecting the computer; searching for information and collaborating with others; connecting to network and mobile computing; maintaining hardware and software; and improving system performance. This course may be taken four times when new products, new software versions or features are taught.

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Course Revisions:

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

Golden West College

Effective Fall 2011

FROM

TO

Computer Business Applications G165 – ACCESS, Introduction

Weekly contact hours: 1 Lecture/1.5 Non-Lecture

1.5 Lecture/1.5 Non-Lecture

Computer Business Applications G166 – ACCESS, Intermediate

Weekly contact hours: 1 Lecture/1.5 Non-Lecture

1.5 Lecture/1.5 Non-Lecture

Orange Coast College

Effective Fall 2011

FROM

TO

Medical Assisting A180 – Clinical Medical Assisting 1

Course Number: A180

A181

Course Retirements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following courses be retired from the curriculum:

Golden West College

Effective Fall 2011

Business G111 – Income Tax – Federal
Business G113 – Business Income Tax
Marketing G121 – Personal Finance
Management G153 – Writing an Effective Business Plan
Management G170 – Intro to Business Software Solutions
Business G155 – Customer Service for the 21st Century
Business G172 – Intro to Global Logistics & Supply Chain Mgmt
Business G174 – U.S. Physical Distribution & Logistics
Business G183 – International Payments and Collections
Business G184 – Mexico and Nafta: A Business Perspective
Business G190 – Import Export Procedures
Business G195 – Regional Economic Integration
Business G180 – Survey of International Trade
Business G185 – International Marketing
Business G186 – International Marketing and the Internet
Business G112 – Real Estate Legal Aspects

Approval of Programs/Options/Revisions/Retirements/Reinstatement

Program Suspensions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following programs/options suspensions be approved for inclusion in the curriculum:

Orange Coast College

Effective Fall 2011

Accounting – AA Degree
Advanced Culinary Arts – AA Degree
Airline & Travel Careers – AA Degree
Architectural Technology – Architectural Drafting – AA Degree
Aviation Maintenance Technology – Airframe – AA Degree
Aviation Maintenance Technology – Powerplant – AA Degree
Aviation Pilot Training – AA Degree
Biology – AA Degree
Business – AA Degree
Business Administration – AA Degree
CIS: Computer Application Development – AA Degree
Cardiovascular Technology – Echocardiography & Vascular Ultrasound – AA Degree
Cardiovascular Technology – Electrocardiography Technician – AA Degree
Chemistry – AA Degree
Computer Aided Design/Drafting – AA Degree
Computer Information Systems – AA Degree
Construction Technology – Residential Construction Development – AA Degree
Construction Technology – Master Construction Specialist – AA Degree
Costume Careers - Costume Technician – AA Degree
Culinary Arts – Baking & Pastry – AA Degree
Dental Assisting Registered – AA Degree
Diagnostic Medical Sonography – AA Degree

Dietetic Technician – Management Health Care – AA Degree
Display & Visual Presentation – AA Degree
Early Childhood Administration – AA Degree
Early Childhood Administration – Early Intervention Aide - AA Degree
Early Childhood Administration – Infant & Toddler - AA Degree
Early Childhood Administration – Preschool Teacher - AA Degree
Early Childhood Administration – Elementary Teacher Aide - AA Degree
Electronics Technology – Automation & Motor Control – AA Degree
Electronics Technology – Electronic Communications Technician – AA Degree
Electronics Technology – Engineering Technician – AA Degree
Engineering – AA Degree
Family & Consumer Sciences – AA Degree
Fashion – Apparel Construction – AA Degree
Fashion – Design – AA Degree
Fashion – Merchandising – AA Degree
Fashion – Production/Product Development – AA Degree
Fitness Specialist – Health Fitness Instructor/Personal Trainer – AA Degree
Food Service Management (Commercial) – Restaurant – AA Degree
Food Service Management (Institutional) – Child Nutrition Program Management – AA Degree
Hotel Management – Front Office Specialist – AA Degree
Hotel Management – Room Operations Specialist – AA Degree
Hotel Management – Sales & Marketing Specialist – AA Degree
Interior Design – Level I Merchandising – AA Degree
Interior Design – Level II Assistant – AA Degree
Interior Design – Level III Professional – AA Degree
Management & Leadership Studies – AA Degree
Manufacturing Technology – CNC Machine Operator – AA Degree
Manufacturing Technology – CNC Machine Programmer – AA Degree
Manufacturing Technology – Machinist – AA Degree
Manufacturing Technology – Tooling – AA Degree
Mathematics – AA Degree
Mechanical Design/Drafting – AA Degree
Medical Assisting – CMA Eligible – AA Degree
Music – Business Employee – AA Degree
Music – MIDI Applications – AA Degree
Music – Music Entertainer – Vocal – AA Degree
Music – Music Entertainer – Instrumental – AA Degree
Music – Studio Guitar Performer – AA Degree
Natural Science – AA Degree
Neurodiagnostic Technology – AA Degree
Nutrition Careers – Nutrition Education – AA Degree
Ornamental Horticulture – AA Degree
Photography – Still – AA Degree
Physics – AA Degree
Radiologic Technology Diagnostic – AA Degree
Respiratory Care – AA Degree
Retail – AA Degree
Speech-Language Pathology Assistant – AA Degree
Welding Technology - AA Degree

Program Retirements:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following programs be retired from the curriculum:

Golden West College

Effective Fall 2011

Technical Communications

Written Communication:

Generalist Option

Journalism Option

Public Relations Option

7. Authorization for Student Trips

Subject	7.01 GWC - Student Trips
Meeting	May 4, 2011 - Regular Meeting
Category	7. 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.

Men's and Women's Swimming Teams State Championships

Location: East Los Angeles College

Date(s): April 28-30, 2011

Department: PE/Athletics

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

American Institute of Floral Designers 2011 National Symposium "Imagine"

Location: San Francisco, CA

Date(s): July 2 – 9, 2011

Department: Student Activities

Cost/purpose/funding source: \$3,789 for food, transportation, lodging, and registration from club and Trust funds.

Subject	7.02 OCC - Student Trips
Meeting	May 4, 2011 - Regular Meeting
Category	7. 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.

End of the Year Luncheon and Kayak Trip

Location: Newport Aquatic Center

Dates: May 6, 2011

Department: The Spirit of Ability Club

Cost/Purpose/Funding: No cost to the College

Transportation: District and personal vehicle

Subject	7.03 CCC - Student Trip
Meeting	May 4, 2011 - Regular Meeting
Category	7. 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: Yorba Linda Water District
Location: Placentia
Dates: May 12, 2011
Department: Biology 210 (Microbiology), Le-Jao Center
Transportation: Personal vehicles

Conference/Activity: Olvera Street (Placita Olvera)
Location: Los Angeles
Dates: May 5, 2011
Department: Early College High School, Spanish 180B
Cost/purpose/funding source: \$630 (student funded)
Transportation: District transportation

8. Authorization for Special Projects

Project	8.01 GWC - Special Projects
Meeting	May 4, 2011 - Regular Meeting
Category	8. Authorization for Special Projects
Access	Public
Type	Consent

Preceptor Instructor Course Riverside City College

Date(s): May 10 - 11, 2011

Department: Health Professions-HWI/RHORC

Purpose: Provide two-day workshop to prepare preceptor instructors

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

Campus & Community Advisory Meetings, Regional Director Meetings and Staff Retreat

Date(s): Spring 2011

Department: EOPS/CARE

Purpose: To discuss department goals and objectives.

Cost/purpose/funding source: \$300 for refreshments and supplies from EOPS/CARE funds.

CARE Workshops

Date(s): Spring 2011

Department: EOPS/CARE

Purpose: To provide CARE students with workshops and luncheons. Some workshops may have speakers.

Cost/purpose/funding source: \$400 for luncheons from Adopt-a- Family Foundation funds.

EOPS Graduation Banquet

Date(s): May 2011

Department: EOPS/CARE

Purpose: To provide EOPS graduated students with an award banquet

Cost/purpose/funding source: \$600 for refreshments and supplies from EOPS/CARE funds.

Texas Hold 'Em Tournament

Date(s): November 19, 2011

Department: Foundation

Purpose: Fundraising event

Cost/purpose/funding source: \$5,000 for food, beverages, facility rental and printing from Foundation funds.

ACCJC Self-Evaluation Workshop, Moreno Valley College

Date(s): April 22, 2011

Department: President's Office

Purpose: Kick-off for colleges about to undertake their self-evaluation process leading to the Self Evaluation Report.

Cost/purpose/funding source: \$100 for food from College Discretionary funds.

Staff & Faculty Appreciation Breakfast

Date(s): May 25, 2011

Department: President's Office

Purpose: Recognize award recipients and retirees and show appreciation for staff and faculty.

Cost/purpose/funding source: \$4,000 for food, awards, flowers and supplies from College Discretionary funds.

HWI/RHRC Inland Empire Advisory Meeting-Loma Linda

Date(s): May 24, 2011

Department: Health Professions-HWI/RHRC

Purpose: Required Advisory meeting for HWI/RHRC grant

Cost/purpose/funding source: \$600 for food and supplies from RHRC Trust funds.

Theater Production *"A Streetcar Named Desire"*

Date(s): November 12 – 21, 2011

Department: Theater

Purpose: Theater Performance/Production

Cost/purpose/funding source: \$12,500 for royalties, scenery, costume, sound and lighting supplies, advertising, printing and mailing, production personnel and refreshment costs to be covered by admission fees(\$12 for general; \$10 ASB/GWC, seniors and children under 12) from District Theater, Theater Trust, and ASB funds.

Athletic Luncheons

Date(s): June- August 2011

Department: PE/Athletics

Purpose: Provide lunch for hosted events

Cost/purpose/funding source: \$1,500 for food from auxiliary funds.

Clothing Sales Fundraiser

Date(s): Summer 2011

Department: PE/Athletics

Purpose: Raise funds for sports program

Cost/purpose/funding source: \$2,000 for purchase of clothing from auxiliary funds.

Vietnamese Student Association End-of-the-Year Banquet

Date(s): May 14, 2011

Department: Student Activities

Purpose: To reflect on year of events and activities; recognize members, officers, advisors; and award scholarships to active members

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

Vietnamese Student Association Participation in the AIDS Walk Orange County

Date(s): May 1, 2011

Department: Student Activities

Purpose: Club opportunity to participate in community service

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

Orange County Symphony Concert

Date(s): June 24, 2011

Department: Arts & Letters

Purpose: Concert of classical music and pre-reception, which includes light hors d'oeuvres and wine tasting (no alcohol will be sold).

Cost/purpose/funding source: The event will generate revenues for the campus. This is a 501c3 organization that will be renting the Main Stage Theatre.

Cinco de Mayo Celebration

Date(s): May 5, 2011

Department: Student Activities

Purpose: Celebration of Latino Heritage

Cost/purpose/funding source: \$800 for food, supplies and entertainment from Associated Students funds.

ASGWC Pass the Gavel Dinner with Board of Trustees

Date(s): May 18, 2011

Department: Student Activities

Purpose: Installation dinner and opportunity for the Board of Trustees to interact with ASGWC student leaders
Cost/purpose/funding source: \$1,200 for food, awards and supplies from Associated Students funds.

ASGWC Banquet

Date(s): May 27, 2011

Department: Student Activities

Purpose: Recognition banquet and celebration for the student leaders in the Associated Students

Cost/purpose/funding source: \$2,000 for food, awards and supplies from Associated Students funds and private money for the student leaders.

End-of-the-Year Luau

Date(s): May 11, 2011

Department: Student Activities

Purpose: Associated Students event to celebrate finals as an end of the year event

Cost/purpose/funding source: \$1,200 for food, entertainment and supplies from Associated Students funds.

Earth Day Celebration

Date(s): April 21, 2011

Department: Student Activities

Purpose: ASGWC sponsored Earth Day Celebration with winner of Battle of Bands featured as entertainment.

Cost/purpose/funding source: \$800 for supplies, food and entertainment from Associated Students funds.

Model United Nations Awards Dinner

Date(s): May 12, 2011

Department: Student Activities

Purpose: Provide recognition for the contribution of the club and program members

Cost/purpose/funding source: \$600 for food, awards and supplies from club funds.

(Revision is to change the date of the event. Prior Board action: 4/6/11.)

Subject	8.02 DIS - Special Projects
Meeting	May 4, 2011 - Regular Meeting
Category	8. Authorization for Special Projects
Access	Public
Type	Consent

SB70/SB1133 Career Technical Education (CTE) Community Collaborative Supplemental Grant

Date: Various dates between April 1, 2011 and March 31, 2013

Location: Various Locations throughout Southern California

Department: District Educational Services

Purpose: To perform district-wide and/or regional CTE grant related activities as required under the District's approved SB70/SB1133 CTE Community Collaborative Supplemental grant work plan such as curriculum development, meetings, events, professional development activities, professional experts, articulation events, faculty externship and/or in-service training, work-based learning activities, publication and distribution of CTE related materials, purchase of food for meetings and events, and CTE pathway events.

Cost/purpose/funding source: NTE \$130,000 in total for all grant activities. Expenses to be paid from the SB70/SB1133 CTE Community Collaborative Supplemental Grant Funds.

Subject	8.03 CCC - Special Projects
Meeting	May 4, 2011 - Regular Meeting
Category	8. Authorization for Special Projects
Access	Public
Type	Consent

Patriot Sponsor for the Field of Honor
 Date: May 20-23, 2011
 Location: The Castaways area (overlooking Back Bay), Newport Beach
 Department: Military/ Contract Education
 Purpose: To recognize and honor past and present service members.
 Cost/purpose/funding source: Sponsorship amount: \$1,000/Contract Education ancillary funds.

University Transfer Event
 Date: October 10, 2011, 5:00 – 7:00 p.m.
 Location: Garden Grove Center
 Department: Student Services
 Purpose: To inform students about transfer opportunities.
 Cost/purpose/funding source: \$2,000/Associated Student Government funds and Transfer Center General funds.

Pathway to Higher Education Conference
 Date: June 4, 2011
 Location: Garden Grove Center
 Department: Marketing & Public Relations/ Governmental Relations co-sponsored with Senator Lou Correa.
 Purpose: Community/Governmental Relations
 Cost/purpose/funding source: No cost to College or District.

Student Dance Recital
 Date: May 29, 2011; 4:00 p.m.
 Location: Robert B. Moore Theater
 Department: Dance
 Purpose: Perform dances learned throughout the school year.
 Cost: Expenses \$250
 Funding Source: \$5.00 donation collected at the door and General funds.

Vietnamese Language Instructors' Conference
 Date: August 12-14, 2011
 Location: Le-Jao Center
 Department: Marketing & Public Relations/ Governmental Relations co-sponsored with Senator Lou Correa.
 Purpose: Community/Governmental Relations
 Cost/purpose/funding source: No cost to College or District.

Subject **8.04 OCC - Special Projects**
Meeting May 4, 2011 - Regular Meeting
Category 8. Authorization for Special Projects
Access Public
Type Consent

Allied Health Pinning Ceremony

Date: May 24, 2011

Department: Allied Health Consumer and Health Sciences

Purpose: Ceremony and reception to honor Allied Health, refreshments, flowers and other related expenses

Cost/Purpose/Funding Source: Total amount of \$3000 to be paid from ASOCC and Ancillary funds.

Mass Appeal OCC Student Exhibit and Reception

Dates: May 12 - June 8, 2011

Opening Reception: May 12, 2011

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

Purpose: Refreshments, materials, installation supplies, plexi-glass, signage, printing, transportation of art, all items included in mounting exhibit and reception.

Cost/Purpose/Funding Source: Total expenses \$4,000; to be paid from ASOCC funds

Speak for the Trees Exhibit and Reception

Date: June 10 – August 12, 2011

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

Purpose: Art pick-ups for installation, installation supplies and materials, printing, framing and miscellaneous exhibit supplies; Opening reception to be held on July 8, 2011, expenses to include food and related reception expenses for opening reception and children's reception

Cost/Purpose/Funding Source: Total amount \$3,500; to be paid from ASOCC, Foundation and Co-Curricular funds and additional sponsors

Classified Staff Workshop

Date: June 2011

Department: OCC - Staff Development

Purpose: Provide a motivational workshop for Classified Staff

Cost/Purpose/Funding Source: Total amount \$500; to be paid from Staff Development funds

Emergency Preparedness Drill

Date: October 20, 2011

Department: OCC – Administrative Services

Purpose: Orange Coast College to participate in the "Great Southern California *ShakeOut* a Golden Guardian State-wide building evacuation exercise. The event is being coordinated by the Governor's Office of Emergency Services. This year's exercise scenario is a major earthquake along the San Andreas Fault.

Cost/Purpose/Funding Source: Total amount \$1,000; to include posters and advertising; to be paid from Emergency Preparedness funds.

Outreach Meetings, Workshops, and Tours

Date: 2011-2012 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: To host various high school students and alternative programs such as Orange County Department of Education, Coastal County Regional, One Stop Center, House of Hope, and Whittier Adult School visiting OCC campus.
Cost/Purpose/Funding Source: Total expenses \$2,000; to be paid from EOPS/CARE funds.

Special Events

Date: 2011-2012 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: Host events to include Adopt-A-Family Program, Fundraising, Honors Celebration, Workshops, Orientation and Meetings. Refreshments provided by OCC Food Services and/or through a blanket purchase order from Costco.

Cost/Purpose/Funding Source: Cost will vary depending on attendance and to be paid from EOPS/CARE funds or EOPS/CARE fundraising funds.

Meal Cards/Tickets Program for EOPS/CARE Students

Date: 2011-2012 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: To provide meal cards/tickets to EOPS/CARE students through OCC Food Services and Starbucks Coffee.

Cost/Purpose/Funding Source: Total expenses \$30,000; to be paid from EOPS/CARE funds.

Girls Inc. Program

Date: 2011-2012 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: To sponsor and provide support for the Girl's Inc. program activities at OCC facilities such as Science Hall, Lecture Hall, Pools, etc.

Cost/Purpose/Funding Source: Expenses to be paid by the Girls Inc. Program.

Honor Society's Membership Fees for EOPS/CARE Students

Date: 2011-2012 Fiscal Year

Department: OCC Extended Opportunity Programs and Services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: To pay Honor Society's membership fees for EOPS and CARE students who participate in Honor Society Programs such as Mu Alpha Theta, Alpha Gamma Sigma, Phi Alpha Mu, Psi Beta Honorary Society, and Phi Theta Kappa

Cost/Funding Source: Cost will vary depending on number of students and honor society membership dues; to be paid from EOPS/CARE funds

Vietnamese Student Association Fundraiser

Date: June 3, 2011

Department: OCC Extended Opportunity Programs and services/Cooperative Agencies Resources for Education (EOPS/CARE)

Purpose: To host 60 EOPS/CARE students and two staff members to attend the Vietnamese Student Association Fundraiser at the Diamond Seafood Restaurant, Garden Grove, CA

Cost/Purpose/Funding Source: Total expenses \$1,500; to be paid from EOPS/CARE funds

Variety of On and Off-Campus Activities

Date: 2011-2012 Academic Year

Department: OCC International Center

Purpose: To host activities to recruit and retain International Students including but not limited to: entertainment, community service, speakers, meetings (including inviting school officials to the campus), recruitments, new student orientations, trips to various attractions, sports games, video-taping, movie nights, cultural dinners, and events.

Transportation to be arranged through District or third party transportation companies.

Cost/Purpose/Funding Source: Total expenses \$1,000/per event; to be paid by participants and/or International Center funds.

Annual Study, Work, and Travel Abroad Fair

Date: 2011-2012 Academic Year

Department: OCC International Center

Purpose: To provide options to assist those students who are interested in studying, working, and traveling abroad. Over 15 schools and organizations will be represented. Admission is free to all students, staff, faculty, and community members.

Cost/Purpose/Funding Source: Expenses to be paid from event proceeds and International Center funds.

Mu Alpha Theta - Induction Reception

Date: May 6, 2011

Department: OCC Honors Program

Purpose: To recognize new members named to mathematics honor society.

Cost/Purpose/Funding Source: Total amount of \$2,500 to include, but not limited to, food and beverage catered by OCC Cafeteria, decorations, printing, postage, equipment rentals, recognition gifts; to be paid from MAT/ASOCC funds.

OCC One-Day Skills Clinics

Date: May 5 - June 30, 2011

Department: OCC Physical Education & Athletics

Purpose: Full-time faculty member to hold one-day skills clinics in softball and soccer for prospective OCC students on the OCC softball and soccer fields. The clinics will promote awareness of the college facilities and the women's soccer and softball programs. Any money raised will go to the OCC women's soccer and softball programs.

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

Faculty & Staff Recognition Event

Date: April 28, 2011

Department: OCC Staff Development

Purpose: To host the Outstanding Coast Colleagues of the Year program, reception and related activities.

Cost/Purpose/Funding Source: Total of \$5,000; to be paid from Staff Development, Foundation Office and/or Presidents Office funds.

Spring Garden Show

Dates: April 28 - May 1, 2011

Department: OCC Horticulture Club

Cost/Purpose/Funding Source: Total amount \$2,500; for registration cost, building supplies, vehicle rental, and miscellaneous expenses; to be paid from ASOCC, fundraising, sponsorships, and club funds.

Vietnamese Student Association Fundraiser

Date: June 3, 2011

Location: Diamond Seafood Restaurant, Garden Grove

Department: OCC Vietnamese Student Association

Purpose: To raise funds for the Vietnamese Student Association for the 2011-2012 year. Club Advisors Phu Vu, Jessica Nguyen and Dr. Hue Pham will be present at all times.

Cost/Purpose/Funding Source: Total amount of \$5,000; to be paid with event proceeds and ASOCC Club funds.

Vice President of Student Services Meetings and Events

Date: 2011-2012 School Year

Department: OCC VP of Student Services

Purpose: To host meetings and events throughout the 2011/2012 academic year.

Cost/Purpose/Funding Source: Expenses to be paid from ASOCC, Ancillary and/or Foundation funds. Costs will be determined by number of participants.

Revision to Previous Board

Spring Recognition Ceremony and Reception

Date: Spring 2011 (*Revised date is May 19, 2011*)

Revised Location: Costa Mesa Country Club

Department: OCC Honors Program

Purpose: To recognize honor students completing the Honors Program during year 2010-2011; Attendees to include OCC students and guests, faculty, staff, administrators, District Board members, and District Chancellor.

Cost/Purpose/Funding Source: Total cost \$4,000 to include, but not limited to, printing, decorations, food, and memento gifts to be paid from Honors Program/ASOCC funds. *Revised total cost \$6,500 due to increased number of students completing program and anticipated increase in attendance. Revised funding will also include purchase of some dinners by guests*

(Original approval on 8/18/10)

9. Authorization to Apply for Funded Programs

Subject	9.01 DIS - Authorization to Apply for Funded Programs
Meeting	May 4, 2011 - Regular Meeting
Category	9. 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.

Coast Community College District has been awarded funding for the California Community Colleges Chancellor's Office Governor's Career Technical Education (CTE) Initiative (SB70/SB1133) grant titled "**SB70/SB1133 – CTE Community Collaborative Supplemental**". The Coast Community College District proposed to deepen and expand its digital media arts pathway by introducing projects in medical animation and illustration. This grant will work with Coastline College, Golden West College, and Orange Coast College Digital Media Arts (DMA) programs to: (1) create teams of secondary and post-secondary DMA instructors combined with secondary and post-secondary STEM instructors; (2) produce secondary and post-secondary level medical animation/illustration lessons and infuse them into DMA and STEM curriculums; (3) Upgrade ROP and high school DMA curriculum and expand articulation with community college DMA courses; (4) Infuse real-world examples and experiences into the lessons created through direct industry consultation, externships, and student work-based learning; (5) expand student knowledge in applied STEM concepts while exposing students to new job prospects within a growing and dynamic field; and (6) share developed lessons and products regionally and statewide.

Fiscal Impact: Coast Community College District will receive \$130,000 from April 1, 2011 through March 31, 2013. There are matching funds of 10% required for this funding.

Coastline Community College has applied for the Department of Homeland Security – FY 2011 Citizenship and Integration Direct Services grant titled "**Coastline Community College (CCC) Bridge to Citizenship**". The Coastline Community College ESL program, which has served more than 50,000 immigrants, will provide citizenship-focused ESL and citizenship instruction, including the N-400 form and U.S. history and government topics, to prepare Lawful Permanent Residents (LPR's) for the civics, English reading, writing, and speaking components of the naturalization test. Most participants will be immigrants from Vietnam and Mexico. Others may come – as Coastline students have in the past – from Cambodia, China, India, Japan, Korea, Laos, the Philippines, and other countries. Students will learn the rights and responsibilities of U.S. citizenship and also learn how to utilize social and educational services available in the community. Upon completion, at least 90% of the students enrolled in this program will demonstrate knowledge of U.S. history and government and the rights and responsibilities of citizenship and at least 75% will pass the USCIS Interview and naturalization test and become U.S. citizens within one year.

Fiscal Impact: If funded, Coastline Community College will receive \$149,986 (Year 1 = \$76,729; Year 2 = \$66,693). There are matching funds of \$29,279 during year 1 required for this grant. Funding dates will be October 2011 through September 2013.

Coastline College has received funding for the California Department of Education (CDE) Workforce Investment Act, Title II: Adult Education and Family Literacy Act, English Literacy and Civics Education Program grant titled "**EL Civics and**

Section 231 English as a Second Language (ESL)". EL Civics and ESL 231 target non-native English speakers and provide supplemental funding to support the adult education and literacy instruction necessary to serve California's adults. A second focus is to assist adults in mastering the civic institutions and citizenship preparation skills necessary to become successful participants in American society.

Fiscal Impact: This grant is formula driven, based on the number served the previous year and the Federal Budget allocation for Adult Education. Thus the award amount will only be known September or October if the project is approved for funding.

Coastline Community College has applied for the Small Business Administration/Small Business Teaming Pilot Program grant titled "**Government Procurement Strategy (GPS) Project**". The Coastline Community College Institute for Economic Development (CIED) and its consortium of statewide partners including the California Hispanic Chambers of Commerce (CHCC), the California Governor's Office of Economic Development (GoED), and other leading partners in business, finance, and workforce development, will expand its business initiative to capitalize on the federal procurement marketplace for small businesses throughout California, as well as other states, through its network of statewide and local resources. The CIED and its GPS initiative, will target contracting opportunities with the Department of Defense (DoD), the largest single source of procurement opportunities in the United States. This initiative will capitalize on current trends in DoD procurement: Budget Pressure, The Issue of Obsolescence, The Value of Teaming Among Contractors, and Supporting War Fighter Needs.

Fiscal Impact: If funded, Coastline Community College will receive \$496,736 from July 1, 2011 through June 30, 2012. There are matching funds of \$150,388 required for this grant.

Golden West College has re-applied for the California Community College Chancellor's Office, Economic and Workforce Development Program grant titled "**Health Workforce Initiative – Regional Health Occupations Resource Center (HWI/RHORC)**". This is a grant renewal for FY 2011-12. The HWI/RHORC is a project which promotes the advancement of the California healthcare workforce through education and services to the community colleges, ROP's, high school medical academies, and clinical service partners in Orange County, the Inland Empire, and Los Angeles County.

Fiscal Impact: If funded, Golden West College will receive \$205,000 from July 1, 2011 through June 30, 2012. With an in-kind match of \$205,000 generated from RHORC activities.

10. Authorization for Disposal of Surplus

Subject **10.01 Disposal of Surplus**
Meeting May 4, 2011 - Regular Meeting
Category 10. Authorization for Disposal of Surplus
Access Public
Type Consent

File Attachments

[050411Surplus.pdf \(9 KB\)](#)

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
ORANGE COAST COLLEGE				
File Cabinets (2)	---	---	---	P
Desks (2)	---	---	---	P
Cabinet	---	---	---	P
Shelving Unit	---	---	---	P
Shelving Unit	---	---	---	P
Storage Unit	---	---	---	P
Chair	---	---	---	P
Shelving Unit	---	---	---	I
Ice Machine Trade-In	9045616	AF725PSXR	63B0030BF004	I
Printer	9058580	Phasor 6250	PWG431706	P
Printer	9058569	Phasor 6250	PWG432042	P
DVD/VHS Combo	9071978	REDR-VXD655	6001358	P
DVD/VHS Combo	---	SLV-370P09	961669	P
Monitor	9058310	1703FPx	MX02Y3114760539BDX58	P
Monitor	9057412	1703FPx	MX02Y31147605426A8P4	P
Fax Machine	9032861	PH910	MY98FI11SD	P
Computer	9053038	---	43101	P
Projector	9069991	PG-MB66X	701912024	P
Projector	9064579	XG-MB70X	605952561	P
Projector	9071358	XG-C330X	704913859	P
Projector	9064572	XG-MB70X	675952571	P
Projector	9060221	77D	5600272FT	P
Projector	9033784	TLC-SP20N	G1101475	P
Printer	9058185	M119D	CQKG035423	P
Computer	9058131	G-4	---	P
Computer	9058139	G-4	---	P
Computer	9047336	G-4	---	P
Printer	---	550C	SN3315S29707	P
Printer	9013492	KX-P3124	4AMCBAD06411	P
Printer	9064608	Q57458	MY539110R5	P
Monitor	9047293	VG150	GQ11310412	P
Projector	9064140	PT-D5500UL	586339012	P
Projector	9060606	XG-MB70X	511936292	P
Projector	9064138	XG-MB70X	604952204	P
Projector	9064573	XG-MB70X	605952568	P
Printer	9046811	Phasor 3400	YY6-002753	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Printer	9045913	2250N	CNGFB00718	P
Printer	9071433	2605DN	CNBC67W0N6	P
File Cabinet	---	---	---	P
Cabinet	---	---	---	P

11. Authorization to Enter Into Standard Telecourse Agreements

Subject	11.01 Coastline Community College - Authorization to Enter Into Standard Telecourse Agreements
Meeting	May 4, 2011 - Regular Meeting
Category	11. 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.

ASTRONOMY: OBSERVATIONS AND THEORIES

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2011 – May 31, 2011

CHILD DEVELOPMENT: STEPPING STONES

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2011 – May 31, 2011

CYCLES OF LIFE: EXPLORING BIOLOGY

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2011 – May 31, 2011

DOLLARS & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2011 – May 31, 2011

FACES OF CULTURE – REVISED

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2011 – May 31, 2011

INTERMEDIATE ALGEBRA: MODELING THE WORLD

Consortium of Distance Education (NJ)

Term of Agreement: January 1, 2011 – May 31, 2011

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

File Attachments

[Telecourses.pdf \(144 KB\)](#)

12. Approval of Clinical Contracts

Subject	12.01 GWC - Clinical Contracts
Meeting	May 4, 2011 - Regular Meeting
Category	12. Approval of Clinical Contracts
Access	Public
Type	Consent

After review by District General Counsel and the College President, it is recommended by the Chancellor that authorization be given to enter into an agreement or an amendment with the following institutions relating to instructional programs within the Coast Community College District. The Board President, or designee, is authorized to sign the agreements, amendments, or any related documents, indicating approval by the Board of Trustees.

RENEWAL

St. Joseph Home Health Agency Non-Standard Clinical Affiliation Agreement
Orange, California
May 1, 2011 – May 1, 2013
Compensation – None

St. Joseph Hospital of Orange Non-Standard Clinical Affiliation Agreement
Orange, California
May 1, 2011 – May 1, 2014
Compensation – None

Fiscal Impact: Students are required to obtain personal liability insurance during enrollment in an Allied Health program. The District shall provide professional liability insurance and Worker's Compensation insurance for each student participating in approved clinical rotations (The District provides only Worker's Compensation insurance for field experience agreements). These District-provided insurance coverages are in effect while the student is on-site at the facility. The District realizes savings by utilizing off-campus clinical and field experience training facilities. (See Attachment #5)

File Attachments

[St. Joseph Clinical Agreement without instructor.pdf \(93 KB\)](#)

[St. Joseph Home Health Agreement 2011.pdf \(131 KB\)](#)

Subject	12.02 OCC - Clinical Contracts
ting	May 4, 2011 - Regular Meeting
Category	12. Approval of Clinical Contracts
Access	Public
Type	Consent

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

ORANGE COAST COLLEGE

NEW AGREEMENTS

Dr. Lee Ding, MD
Rowland Heights, CA
Term: May 5, 2011 to May 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

Intervention Center for Early Childhood
Santa Ana, CA
Term: May 5, 2011 to May 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

Dr. Daryoush Khoshrou, MD
Tustin, CA
Term: May 5, 2011 to May 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

Dr. Dariush Lavi, MD
Costa Mesa, CA
Term: May 5, 2011 to April 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

Los Alamitos Unified School District
Los Alamitos, CA
Term: May 5, 2011 to November 15, 2015
Compensation: None
Standard Educational Entity Clinical Affiliation Amendment

Santa Ana Unified School District
Santa Ana, CA
Term: May 5, 2011 to April 1, 2016
Compensation: None
Standard Educational Entity Clinical Affiliation Agreement

Tustin Irvine Medical Group
Irvine, CA
Term: May 5, 2011 to May 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

Victoria Healthcare and Rehabilitation Center
Costa Mesa, CA
Term: May 5, 2011 to April 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

Vu Orthodontics
Fountain Valley, CA
Term: May 5, 2011 to May 1, 2016
Compensation: None
Standard Clinical Affiliation Agreement

NEW AMENDMENTS

Prime Health Care Services-Garden Grove
DBA Garden Grove Hospital & Medical Center
Standard Clinical Affiliation Amendment
Amendment to add Cardiovascular Program

Garden Grove, CA
Term: May 5, 2011 to May 1, 2015
Compensation: None

Prime Health Care Services-Huntington Beach
DBA Huntington Beach Hospital
Huntington Beach, CA

Standard Clinical Affiliation Amendment
Amendment to add Cardiovascular Program

Term: May 5, 2011 to November 30, 2014
Compensation: None

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

13. Approval of Standard Agreements

Subject	13.01 GWC - Standard Agreements
Meeting	May 4, 2011 - Regular Meeting
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

Approve Standard Internship Agreement with Christopher Slagle

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

Intern/Institution: Slagle, Christopher

Scope: Broad Technology

Department: Technology Support Services

Term: May 5, 2011 – May 4, 2013

Cost/Source of Funds: Unpaid/Non-sponsored.

Subject	13.02 OCC - Standard Agreements
Meeting	May 4, 2011 - Regular Meeting
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

Approve a Standard Agreement between the Coast Community College District (Orange Coast College) and the United States Marine Corp/Fort Pendleton for the purpose of offering instruction through Contracted Educational Services in Residential Electrical (CNST A275).

Goal/Purpose: To offer instruction in Residential Electrical as requested by the United States Marine Corps from 7/25/2011 - 8/19/2011.

Comments: None

Recommendation Statement: After review by the College President and Vice President, it is recommended by the Chancellor that the Board approve the standard agreement between the United States Marine Corp/Fort Pendleton and the Coast Community College District for the purpose of providing instruction through Contracted Educational Services in Residential Electrical (CNST A275)

Fiscal Impact: OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Approve a Standard Agreement between the Coast Community College District (Orange Coast College) and the United States Marine Corp/Fort Pendleton for the purpose of offering instruction through Contracted Educational Services in Residential Electrical (CNST A275).

Goal/Purpose: To offer instruction in Residential Electrical as requested by the United States Marine Corp from 05/31/11 through 06/24/2011.

Comments: None

Recommendation Statement: After review by the College President and Vice President, it is recommended by the Chancellor that the Board approve the standard agreement between the United States Marine Corp/Fort Pendleton and the Coast Community College District for the purpose of providing instruction through Contracted Educational Services in Residential Electrical (CNST A275)

Fiscal Impact: OCC to receive \$21,218.00 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program

Approve a Standard Agreement between the Coast Community College District (Orange Coast College) and the United States Marine Corp/Fort Pendleton for the purpose of offering instruction through Contracted Educational Services in Special Topics in Plumbing (CNST AI99).

Goal/Purpose: to offering instruction in Special Topics in Plumbing as requested by the United States Marine Corp from 05/31/11 through 06/24/2011.

Comments: None

Recommendation Statement: After review by the College President and the Vice President of Administrative Services, " is recommended that authorization be given to enter into an Agreement for Contracted Educational Services agreement between the Coast Community College District (Orange Coast College) and the USMC for the purpose of offering instruction in Special Topics in Plumbing.

Fiscal Impact: OCC to receive \$7,000.00 for this contract. Net proceeds will go to the OCC/USMC account after direct costs of the program.

Subject	13.03 CCC – Standard Agreement (Scope of Work)
ting	May 4, 2011 - Regular Meeting
Category	13. Approval of Standard Agreements
Access	Public
Type	Consent

Approve District Standard Scope of Work #2011-41 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-41 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Honeywell Basics – Analysis Phase, to propose an approach to training and potential deliverables. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$8,750 income from Chevron Products Company payable on completion of analysis phase of the project.

Approve District Standard Scope of Work #2011-42 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the District Standard Scope of Work #2011-42 under the Master Services Agreement (Board Approved: 2/3/10) between Chevron Products Company and the Coast Community College District for CO-PCO Mentoring – Courses 1 & 2. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$38,250 income from Chevron Products Company payable on completion of deliverables based on five stages of completion- analysis, design, development, implementation and evaluation.

14. Authorization for Purchase of Institutional Memberships

Subject	14.01 DIS - Institutional Memberships
Meeting	May 4, 2011 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Renewal

Name and Acronym: American Council on Education (ACE)
Term of Membership: October 1, 2011 – September 30, 2012
Cost: \$1,416.00
Purpose: Membership in ACE ensures continued efforts to shape policy decisions that benefit the higher education community and provides quality research, leadership programs, international initiatives, and collaboration opportunities.

Name and Acronym: Association of Community College Trustees (ACCT)
Term of Membership: July 1, 2011 – June 30, 2012
Cost: \$7,238.00
Purpose: The purpose of ACCT is to strengthen the capacity of community and technical colleges to realize their missions on behalf of their students and communities through advocacy efforts by, and development of, effective lay governing board leadership.

Name and Acronym: Orange County Business Council (OCBC)
Term of Membership: 2011-2012
Cost: \$5,000
Purpose: Supports the District's participation in OCBC Action Committees such as the Community College Working Group and the Workforce Development Committee; provides access to OCBC research department and publications; allows for participation in advocacy and government affairs; puts District listing on OCBC website and in publications; allows use of OCBC facility for meetings, and will allow co-sponsorship of various CTE related events such as regional advisory committee meetings.

Subject	14.02 GWC - Institutional Memberships
Meeting	May 4, 2011 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: Pivot Point International, Inc.

Term of Membership: January 1 – December 31, 2011

Cost: \$3,448.50

Purpose: Allows for use of Pivot Point name and purchase of materials and products exclusive to Pivot Point for students in Cosmetology Program.

Name and Acronym: California Community College Swimming & Diving Coaches Association (CCCSDCA)

Term of Membership: April 2011 – April 2012

Cost: \$50.00

Purpose: Men's Swimming & Diving Coaches Association dues pay for the assignment of officials, payment to the conference treasurer and other conference related expenses. To be paid from ASB funds.

Name and Acronym: California Community College Swimming & Diving Coaches Association (CCCSDCA)

Term of Membership: April 2011 – April 2012

Cost: \$50.00

Purpose: Women's Swimming & Diving Coaches Association dues pay for the assignment of officials, payment to the conference treasurer and other conference related expenses. To be paid from ASB funds.

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

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

Cost: 500.00/annual

Purpose: Our membership provides our Automotive faculty to train the technicians in the membership network and to attend training classes throughout the year. This membership also enables our faculty to stay current with local, state and national educational and technological developments in the automotive industry.

(Revision is to include the teaching of technicians in addition to attending the classes. Previous Board action: 7/21/10.)

Subject	14.03 CCC – Institutional Memberships
Meeting	May 4, 2011 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

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

Term of Membership: April 1, 2011 – April 1, 2012

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: Arts Orange County (AOC)

Term of Membership: June 1, 2011 – May 31, 2012

Cost: \$250

Purpose: Supports College in their marketing and communication efforts.

Subject	14.04 OCC - Institutional Memberships
Meeting	May 4, 2011 - Regular Meeting
Category	14. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Name and Acronym: NAFSA: Association of International Educators – NAFSA - AIE

Term of Membership: 2011-2012

Cost: \$1480.00

Purpose: Membership provides a resource for regulatory updates and changes pertinent to F-1 international students necessary for compliance with federal regulations.

Name and Acronym: Recording for the Blind & Dyslexic (RFB&D)

Terms of Membership: May 5, 2011 – April 30, 2012

Cost: \$350.00

Purpose: Membership provides taped textbooks for blind and learning disabled students attending Orange Coast College.

15. Authorization for Community Activities

Subject	15.01 GWC - Community Activities
Meeting	May 4, 2011 - Regular Meeting
Category	15. Authorization for Community Activities
Access	Public
Type	Consent

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

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

Professional Experts

RAW FOODS, 6 hours, May 5, 2011 to June 30, 2012. Presenter Barbara Amit to receive \$35.00 per participant. Participant Fee: \$82.00 and \$10.00 Material Fee. (P) First offered in 2007.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM II, 100.0 hours, May 5, 2011 to June 30, 2012. Presenters: James Bechter to receive \$97 per participant, Robert Davis to receive \$73.00 per participant, Lin Eyman to receive \$12.25, Kathleen Mondello to receive \$36.75, and Gretchen Thomas to receive \$73.00 per participant. Participant Fee: \$602.00 and \$40.00 Material Fee. (P) First offered in 2000.

ADVANCED HOLISTIC BODY THERAPIES PROGRAM II INTERNSHIP/MAKEUP 25.0, 50.0, 75.0, and 100.0 hours, May 5, 2011 to June 30, 2012. Presenters James Bechter, Robert Davis, Lin Eyman, Kathleen Mondello, and Gretchen Thomas to receive \$1.30 per participant per hour for 25.0 hours, \$1.40 per participant per hour for 50.0 hours, \$1.43 per participant per hour for 75.0 hours and \$1.45 per participant per hour for 100.00 hours. Participant Fee: \$75.00 for 25.0 hours, \$150.00 for 50.0 hours, \$225.00 for 75.0 hours, and \$300.00 for 100.0 hours. (P) First offered in 2002.

MEDICAL SPANISH, 8.0 hours, May 5, 2011 to June 30, 2012. Presenter Murnez Bladez to receive \$28.00 per participant. Participant Fee: \$78.00. (P) First offered in 2009.

KINDERGARTEN READINESS, 9.0 hours, May 5, 2011 to June 30, 2012. Presenter Christopher Bowen to receive \$41.00 per participant. Participant Fee: \$96.00 and \$4.00 Material Fee. (P) New offering.

MULTIPLICATION AND DIVISION ALTERNATIVES (GRADES 4 & 5), 3.0 hours, May 5, 2011 to June 30, 2012. Presenter Christopher Bowen to receive \$15.00 per participant. Participant Fee: \$40.00 and \$3.00 Material Fee. (P) New offering.

PRACTICAL NUTRITION, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Elizabeth Burkleee to receive \$51.00 per participant. Participant Fee: \$124.00 and \$15.00 Material Fee. (P) First offered in 2007.

THE FINE ART OF BELLY DANCING, 9.0 hours, May 5, 2011 to June 30, 2012. Presenter Antonia Chianis to receive \$24.00 per participant.

Participant Fee: \$66.00. (P) First offered in 1998.

ACRYLIC PAINTING WORKSHOP, 10.0 hours, May 5, 2011 to June 30, 2012. Presenter Brian Conley to receive \$29.00 per participant.

Participant Fee: \$74.00 and \$19.00 Material Fee. (P) First offered in 2009.

DRAWING WORKSHOP, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Brian Conley to receive \$36.50 per participant.

Participant Fee: \$89.00 and \$5.00 Material Fee. (P) First offered in 2009.

MIDDLE SCHOOL MATH WHIZ (AGES 11-13), 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Jessica Contreras to receive \$38.00 per participant.

Participant Fee: \$95.00. (P) First offered in 2010.

A CAREER IN LAW ENFORCEMENT: FIND OUT WHAT'S INVOLVED, 3.0 HOURS, May 5, 2011 to June 30, 2012. Presenters Sergeant Rod Cox or Lieutenant Paul Garaven or Captain Bruce McAlpine or Sergeant Allan Roman to receive \$12.50 per participant.

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

EXPERIMENTS IN SCIENCE, PART I (AGES 8-11), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter James L. DuVal to receive \$21.00 per participant.

Participant Fee: \$60.00. (P) First offered in 1984.

EXPERIMENTS IN SCIENCE, PART II (AGES 8-11), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter James L. DuVal to receive \$21.00 per participant.

Participant Fee: \$60.00. (P) First offered in 1994.

IT'S A ROCK! (AGES 13-17), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Erika Enz to receive \$24.00 per participant.

Participant Fee: \$60.00 and \$5.00 material fee. (P) New offering.

CARIBBEAN & LATIN DANCE, BEGINNING, 10.5 hours, May 5, 2011 to June 30, 2012. Presenter Miguel Figueroa Jr. to receive \$24.00 per participant.

Participant Fee: \$66.00. (P) First offered in 1996.

CARIBBEAN & LATIN DANCE, INTERMEDIATE, 10.5 hours, May 5, 2011 to June 30, 2012. Presenter Miguel Figueroa Jr. to receive \$24.00 per participant.

Participant Fee: \$66.00. (P) First offered in 2000.

ADOBE PHOTOSHOP (AGES 8-14), 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Patrick Gagne to receive \$38.00 per participant.

Participant Fee: \$99.00. (P) First offered in 2006.

CARTOONING (AGES 8-14), 9.0 hours, May 5, 2011 to June 30, 2012. Presenter Patrick Gagne to receive \$24.00 per participant.

Participant Fee: \$67.00. (P) First offered in 1987.

INTRODUCTION TO RIGHT BRAIN DRAWING, 14.0 hours, May 5, 2011 to June 30, 2012. Presenter Patrick Gagne to receive \$33.00 per participant.

Participant Fee: \$84.00. (P) First offered in 2003.

PENCIL DRAWING, (AGES 8-15), 9.0 hours, May 5, 2011 to June 30, 2012. Presenter Patrick Gagne to receive \$24.00 per participant.

Participant Fee: \$67.00. (P) New offering.

FIND BALANCE THROUGH CHINESE FACE READING AND FENG SHUI, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Julia Gentry Johnson to receive \$30.00 per participant. Participant Fee: \$71.00. (P) First offered in 2011.

DIGITAL PHOTO ARCHIVING AND ORGANIZING, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Sean Glumace to receive \$38.50 per participant. Participant Fee: \$89.00. (P) New offering.

INTRODUCTION TO WORDPRESS, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Sean Glumace to receive \$38.50 per participant. Participant Fee: \$89.00. (P) New offering.

HOLISTIC AROMATHERAPY, 9.0 hours, May 5, 2011 to June 30, 2012. Presenter Deborah Halvorson to receive \$34.00 per participant. Participant Fee: \$82.00 and \$15.00 Material Fee. (P) First offered in 1993.

HATHA YOGA, 16.5 hours, May 5, 2011 to June 30, 2012. Presenter Nancy Hemp to receive \$44.00 per participant. Participant Fee: \$106.00. (P) First offered in 1995.

BEGINNING GUITAR, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Tom Hernandez to receive \$43.00 per participant. Participant Fee: \$104.00 and \$15.00 Material Fee. (P) First offered in 2006.

BEGINNING GUITAR (AGES 8-12), 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Tom Hernandez to receive \$43.00 per participant. Participant Fee: \$104.00 and \$15.00 Material Fee. (P) First offered in 2004.

BASIC DIGITAL PHOTOGRAPHY FOR DSLR CAMERAS, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Mary-Linn Hughes to receive \$29.50 per participant. Participant Fee: \$69.00. (P) First offered in 2011.

BASIC DIGITAL PHOTOGRAPHY FOR POINT AND SHOOT CAMERAS, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Mary-Linn Hughes to receive \$29.50 per participant. Participant Fee: \$69.00. (P) First offered in 2011.

INTRODUCTION TO HIGH DYNAMIC RANGE PHOTOGRAPHY, 5.0 hours, May 5, 2011 to June 30, 2012. Presenter Mary-Linn Hughes to receive \$24.50 per participant. Participant Fee: \$59.00. (P) First offered in 2011.

INTRODUCTION TO eBAY, 8.0 hours, May 5, 2011 to June 30, 2012. Presenter Carl Johnson to receive \$47.00 per participant. Participant Fee: \$106.00. (P) First offered in 2006.

INTRODUCTION TO THE PERSONAL COMPUTER, 8.0 hours, May 5, 2011 to June 30, 2012. Presenter Carl Johnson to receive \$47.00 per participant. Participant Fee: \$106.00. (P) First offered in 1993.

SOCIAL NETWORKING: HOW TO SETUP A FACEBOOK PAGE AND TWITTER ACCOUNT, 4.0 hours, May 5, 2011 to June 30, 2012. Presenter Carl Johnson to receive \$24.00 per participant. Participant Fee: \$58.00. (P) First offered in 2011.

CREATE ART WITH YOUR HANDWRITING (AGES 7-12), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Teri Kahan to receive \$23.00 per participant. Participant Fee: \$60.00 and \$10.00 Material Fee. (P) New offering.

DESIGN GREETING CARDS (AGES 7-12), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Teri Kahan to receive \$23.00 per participant.

Participant Fee: \$60.00 and \$10.00 Material Fee. (P) New offering.

THE POETRY OF HANDWRITING, 7.5 hours, May 5, 2011 to June 30, 2012. Presenter Teri Kahan to receive \$32.50 per participant.

Participant Fee: \$79.00 and \$10.00 Material Fee. (P) First offered in 2011.

BEGINNING DRUMS (AGES 8-16), 7.5 hours, May 5, 2011 to June 30, 2012. Presenter Diane Katz to receive \$29.00 per participant.

Participant Fee: \$73.00. (P) First offered in 1996.

ARGENTINE TANGO, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Rita Kyselka to receive \$27.00 per participant.

Participant Fee: \$72.00. (P) First offered in 2003.

SALSA, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Rita Kyselka to receive \$27.00 per participant.

Participant Fee: \$72.00. (P) First offered in 2000.

WEST COAST SWING, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Rita Kyselka to receive \$27.00 per participant.

Participant Fee: \$72.00. (P) First offered in 1987.

STEPS TO GAINFUL EMPLOYMENT, 3.0 HOURS, May 5, 2011 to June 30, 2012. Presenter Jeffrey Lambert to receive \$15.50 per participant.

Participant Fee: \$41.00. (P) First offered in 2011.

YOGA, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Ana M. Lopez to receive \$25.00 per participant.

Participant Fee: \$68.00. (P) New offering.

INTRODUCTION TO CRANIOSACRAL THERAPY, 12.0 hours, May 5, 2011 to June 30, 2012. Participant Jill K. Mabry to receive \$58.00 per participant.

Participant Fee: \$129.00 and \$25.00 Material Fee. (P) First offered in 2009.

COUPLES MASSAGE, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Kathleen Mondello to receive \$46.00 per couple.

Participant Fee: \$102.00 per couple and \$6.00 Material Fee. (P) First offered in 2010.

HOLISTIC BODY THERAPIES CERTIFICATE PROGRAM, 100.0 hours, May 5, 2011 to June 30, 2012. Presenter Kathleen Mondello to receive \$267.00 per participant.

Participant Fee: \$552.00 and \$40.00 Material Fee. (P) First offered in 1996.

HOLISTIC BODY THERAPIES PROGRAM INTERNSHIP/MAKEUP, 25.0, 35.0, 65.0, and 100.0 hours, May 5, 2011 to June 30, 2012. Presenter Kathleen Mondello to receive \$30.00 per participant for 25.0 hours, \$43.00 per participant for 35.0 hours, \$84.00 per participant for 65.0 hours and \$132.50 per participant for 100.0 hours.

Participant Fee: \$70.00 for 25.0 hours, \$96.00 for 35.0 hours, \$178.00 for 65.0 hours, and \$275.00 for 100.0 hours. (P) First offered in 1999.

SWEDISH MASSAGE INTENSIVE, 6.0 HOURS, May 5, 2011 to June 30, 2012. Presenter Kathleen Mondello to receive \$31.00 per participant.

Participant Fee: \$72.00 and \$6.00 Material Fee. (P) First offered in 2010.

HOW TO BECOME A MYSTERY SHOPPER (AND OTHER FUN WAYS TO EARN MONEY), 4.0 hours, May 5, 2011 to June 30, 2012. Presenter Elaine Moran to receive \$26.00 per participant.

Participant Fee: \$62.00 and \$20.00 Material Fee. (P) First offered in 2007.

MAC/PC BOOT CAMP: PHOTO MAGIC, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter William Napoli to receive \$70.00 per participant.

Participant Fee: \$152.00 and \$40.00 Material Fee. (P) First offered in 2005.

OUTLINING, GRAMMAR & COMPOSITION (GRADES 4-6), 8.0 hours, May 5, 2011 to June 30, 2012. Presenter Phyllis Neal to receive \$27.00 per participant.

Participant Fee: \$72.00. (P) First offered in 2003.

COLOR PROFILE & BEAUTY MAKEOVER, 4.0 hours, May 5, 2011 to June 30, 2012. Presenter Betty Nethery to receive \$18.00 per participant.

Participant Fee: \$46.00. (P) First offered in 2008.

PILATES, 8.0 hours, May 5, 2011 to June 30, 2012. Presenter Katherine Ostrout to receive \$24.00 per participant.

Participant Fee: \$71.00. (P) First offered in 1995.

HATHA YOGA, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Diane Pavesic to receive \$32.00 per participant.

Participant Fee: \$82.00. (P) First offered in 1995.

THAI FRUIT & VEGETABLE CARVING, BEGINNING, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Nitda Phongcharern to receive \$25.00 per participant.

Participant Fee: \$64.00 and \$35.00 Material Fee. (P) First offered in 2010.

THAI FRUIT & VEGETABLE CARVING, INTERMEDIATE I, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Nitda Phongcharern to receive \$25.00 per participant.

Participant Fee: \$64.00 and \$40.00 Material Fee. (P) First offered in 2011.

UNIQUE JEWELRY BY YOU, 2.5 hours, May 5, 2011 to June 30, 2012. Presenter Teresa Rodriguez to receive \$19.50 per participant.

Participant Fee: \$49.00 and \$28.00 or \$33.00 Material Fee. (P) First offered in 2011.

AMPUKU PSOAS RELEASE™, 8.0 HOURS, May 5, 2011 to June 30, 2012. Presenter Teresa Rogers to receive \$54.00 per participant.

Participant Fee: \$119.00. (P) New offering.

SABAI THAI™ TRADITIONAL THAI FOOT REFLEXOLOGY, 12.0 HOURS, May 5, 2011 to June 30, 2012. Presenter Teresa Rogers to receive \$108.00 per participant.

Participant Fee: \$229.00. (P) New offering.

SMOG CHECK ADVANCED LEVEL TRAINING (ACACC), 28.0 hours, May 5, 2011 to June 30, 2012. Presenter James Rudd to receive \$241.00 per participant.

Participant Fee: \$500.00 and \$10 Material Fee. (P) New offering.

SMOG CHECK TECHNICIAN 2009 UPDATE TRAINING, 16.0 hours, May 5, 2011 to June 30, 2012. Presenter James Rudd to receive \$144.00 per participant.

Participant Fee: \$300.00 and \$10 Material Fee. (P) New offering.

ACTIVE AGING PROGRAM, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Raul Ruiz to receive \$25.00 per participant.

Participant Fee: \$50.00 with a Gold Key Card and \$55.00 without a Gold Key Card. (P) New offering.

MEDITATION & RELAXATION, 8.0 hours, May 5, 2011 to June 30, 2012. Presenter Diana Shakarian to receive \$26.00 per participant.

Participant Fee: \$70.00. (P) First offered in 1996.

QIGONG: THE FIVE ANIMAL FROLICS, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Diana Shakarian to receive \$37.00 per participant.
Participant Fee: \$92.00. (P) First offered in 2009.

DRAWING ANIMALS AND NATURE (AGES 7-11), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Krissann Shipley to receive \$20.00 per participant.
Participant Fee: \$58.00 and \$20.00 Material Fee. (P) New offering.

DRAWING ANIMALS AND NATURE (AGES 12-15), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Krissann Shipley to receive \$20.00 per participant.
Participant Fee: \$58.00 and \$20.00 Material Fee. (P) New offering.

WATERCOLOR SPECIAL EFFECTS, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Krissann Shipley to receive \$40.00 per participant.
Participant Fee: \$98.00. (P) New offering.

LONG HAIR DESIGN: (UP-DO WORKSHOP), 9.0 hours, May 5, 2011 to June 30, 2012. Presenter Jane Smith to receive \$41.00 per participant.
Participant Fee: \$96.00. (P) First offered in 2008.

BASIC BALLROOM DANCE, 16.0 hours, May 5, 2011 to June 30, 2012. Presenter Joseph Swallow to receive \$42.00 per participant
Participant Fee: \$102.00. (P) First offered in 2004.

WEDDING "FIRST DANCE" PREPARATION WORKSHOP, 16.0 hours, May 5, 2011 to June 30, 2012. Presenter Joseph Swallow to receive \$42.00 per participant
Participant Fee: \$102.00. (P) First offered in 2008.

PRE-ACADEMY AND CONDITIONING FITNESS, 27.0 hours, May 5, 2011 to June 30, 2012. Presenter Christopher Taylor to receive \$66.00 per participant.
Participant Fee: \$150.00. (P) New offering.

HEAD, NECK, & SHOULDER MASSAGE, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Gretchen Thomas to receive \$27.00 per participant.
Participant Fee: \$64.00 and \$5.00 Material Fee. (P) First offered in 1991.

INTRODUCTION TO ACUPRESSURE, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Gretchen Thomas to receive \$27.00 per participant.
Participant Fee: \$64.00 and \$5.00 Material Fee. (P) First offered in 2004.

INTRODUCTION TO CHAIR MASSAGE, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Gretchen Thomas to receive \$27.00 per participant.
Participant Fee: \$64.00 and \$5.00 Material Fee. (P) First offered in 2004.

REIKI, 12.0 hours, May 5, 2011 to June 30, 2012. Presenter Mary Titus to receive \$70.00 per participant.
Participant Fee: \$156.00. (P) First offered in 2010.

SELF DEFENSE (ADULTS), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Chad VonDette to receive \$21.00 per participant.
Participant Fee: \$60.00 and \$5.00 Material Fee. (P) New offering.

SELF DEFENSE (AGES 11-17), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Chad VonDette to receive \$21.00 per participant.
Participant Fee: \$60.00 and \$5.00 Material Fee. (P) New offering.

MEDICAL INTERPRETING FOR A.S.L., 15.0 hours, May 5, 2011 to June 30, 2012. Presenter Ronald C. Wilkinson to receive \$71.00 per participant.

Participant Fee: \$160.00 and \$5.00 Material Fee. (P) New offering.

MAGIC (AGES 10-14), 9.0 hours, May 6, 2011 to June 30, 2012. Participant Frank Yee to receive \$27.00 per participant.

Participant Fee: \$68.00 and \$15.00 Material Fee. (P) First offered in 1997.

Independent Contractors

SAT PREPARATION SEMINAR, 29.0 hours, May 5, 2011 to June 30, 2012. Presenter Alpha Learning Center, LLC/Sylvan Learning, to receive \$225.00 per participant.

Participant Fee: \$285.00. (P) First offered in 1996.

INTERACTIVE ONLINE COMPUTER WORKSHOPS: (Over 100 workshops offered), 24.0 hours, May 5, 2011 to June 30, 2012. Presenter Education To Go, to receive \$60.00 per participant, and \$85.00 per participant, and \$125.00 per participant.

Participant Fee: \$98.00 and \$121.00 and \$165.00 per workshop. (P) First offered in 1998.

ONLINE CAREER TRAINING PROGRAMS (Over 100 workshops offered), 12.0 to 700.0 hours, May 5, 2011 to June 30, 2012. Presenter Gatlin Education Services, to receive \$495.00 to \$5,095.00 per participant. Participant Fee: \$595.00 to \$5,595.00 per workshop. (P) First offered in 2010.

ADVANCED MEDICAL INSURANCE BILLING, 5.5 hours, May 5, 2011 to June 30, 2012. Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$39.50 per participant.

Participant Fee: \$91.00 and \$39.00 Material Fee. (P) First offered in 2006.

INTRODUCTION TO MEDICAL INSURANCE BILLING, 13.0 hours, May 5, 2011 to June 30, 2012. Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$56.00 per participant.

Participant Fee: \$124.00 and \$69.00 Material Fee. (P) First offered in 2005.

START A MEDICAL BILLING SERVICE, 2.75 hours, May 5, 2011 to June 30, 2012. Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$28.50 per participant.

Participant Fee: \$67.00 and \$29.00 Material Fee. (P) First offered in 2009.

WORKERS' COMPENSATION AND PERSONAL INJURY BILLING, 5.5 hours, May 5, 2011 to June 30, 2012. Presenter Kris Hall-Patterson of KGP Consulting, LLC, to receive \$39.50 per participant.

Participant Fee: \$91.00 and \$39.00 Material Fee. (P) First offered in 2006.

BECOME A CERTIFIED LOAN SIGNING AGENT: BUILD YOUR OWN NOTARY SIGNING BUSINESS, 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Notary Public Seminars, to receive \$42.00 per participant.

Participant Fee: \$99.00 and \$60.00 Material Fee. (P) First offered in 2003.

BECOME A NOTARY PUBLIC IN ONE DAY (EXAM PREPARATION) FIRST TIME NOTARIES, 7.0 hours, May 5, 2011 to June 30, 2012. Presenter Notary Public Seminars, to receive \$40.50 per participant.

Participant Fee: \$91.00 and \$30.00 Material Fee. (P) First offered in 1995.

The Official California State Notary Public Exam will be administered immediately following the preparation program for those who wish to take it at that time.

BECOME A NOTARY PUBLIC IN ONE DAY (EXAM PREPARATION) RENEWING NOTARIES,

3.5 hours, May 5, 2011 to June 30, 2012. Presenter Notary Public Seminars, to receive \$21.00 per participant.

Participant Fee: \$52.00 and \$30.00 Material Fee. (P) First offered in 2009.

The Official California State Notary Public Exam will be administered immediately following the preparation program for those who wish to take it at that time.

CSI-CRIME SCENE INVESTIGATION (AGES 8-12), 15.0 hours, May 5, 2011 to June 30, 2012. Presenter Sciensational Workshops for Kids Inc., to receive \$120.00 per participant.

Participant Fee: \$155.00. (P) New offering.

THE ROCKIT ROBOT (AGES 7-12), 15.0 hours, May 5, 2011 to June 30, 2012. Presenter Sciensational Workshops for Kids Inc., to receive \$120.00 per participant.

Participant Fee: \$155.00. (P) New offering.

KIDS & MONEY (AGES 12-16), 6.0 hours, May 5, 2011 to June 30, 2012. Presenter Barbie Stowell, waives fee.

Participant Fee: \$55.00. (Presenter waives fee) First offered in 2009.

PICTURE FRAMING ON A BUDGET, 5.5 hours, May 5, 2011 to June 30, 2012. Presenter Susan Unoura to receive \$24.00 per participant.

Participant Fee: \$58.00 and \$45.00 Material fee. (P) First offered in 2005.

Special Events

GOLD KEY CARD PROGRAM available to persons 60 years or older. Gold Key Card entitles senior citizens to a reduced rate at designated events as well as free parking in student stalls on campus.

Participant Fee: \$15.00 for an annual card. Effective June 1, 2011 to June 30, 2012.

GOLDEN WEST COLLEGE SWAP MEET to be held every Saturday and Sunday in the Golden West Street and Edinger Avenue parking lots. Advance reservation spaces: \$40 per space; Same day sales spaces: \$45 per space; Advance reservation spaces at end of rows (sold as a pair only): \$90/2 spaces; Same day sales spaces at end of rows (sold as a pair only): \$100/2 spaces; Food Vendors: \$35-\$175 per space; Deli trucks: \$75-\$450 per truck. First offered in 1979.

Subject	15.02 OCC - Community Activities
Meeting	May 4, 2011 - Regular Meeting
Category	15. Authorization for Community Activities
Access	Public
Type	Consent

The following not-for-credit classes will be advertised and offered by the Community Education Office during the period of May 5, 2011 - June 30, 2012. 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 EXPERT

FUN WITH FONDANT - DECORATE LIKE THE PROS!, Fee: \$150. 10.5 hours. Presenter: Allison Pearson. Compensation equals 50% of the number of participants registered times the program fee minus direct costs/administration fee. (P)

INDEPENDENT CONTRACTOR

IC Name: Academic Chess
 Services: Presenter for the SUMMER KNIGHTS CHESS CAMP, Fee: \$144, plus \$35 materials fee, 4 hours.
 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: May 5 - June 30, 2012
 Source of Funding: Community Education registration fees

IC Name: Academic Chess
 Services: Presenter for the KINDERGARDEN CHESS, Fee: \$144, plus \$35 materials fee, 4 hours.
 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: May 5 - June 30, 2012
 Source of Funding: Community Education registration fees

IC Name: James Dumbeck
 Services: Presenter for THE COMPLETE FINANCIAL MANAGEMENT WORKSHOP class, Fee \$49, 7.5 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: April 7 - June 30, 2012
 Source of Funding: Community Education registration fees.

IC Name: Guard A Kid
 Services: Presenter for the SAFE SIDE TRAINING, Fee: \$49, plus \$25 materials fee, 2.5 hours.
 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. (P)
 Terms of Agreement: May 5 - June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the LITTLE SCIENTISTS PRESCHOOL LAB class, Fee: \$144, plus \$35 materials fee, 3 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the MAD SCIENCE LABORATORY class, Fee: \$144, plus \$35 materials fee, 3 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the SUPER SECRET Spy LAB class, Fee: \$144, plus \$35 materials fee, 3 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Mad Science of South Orange County, Inc.

Services: Presenter for the ROCKIN' ROCKETS AND AERODYNAMICS class, Fee: \$144, plus \$35 materials fee, 3 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees

IC Name: Bradley McDermott - Alpha Driving School

Services: Presenter for BASIC DRIVER'S EDUCATION (classroom and online), Fee: \$100, 28 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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: Don Walker

Services: Presenter for WELLNESS 101 NUTRITION, Fee: 105, 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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING HAND DRUMS class, Fee: \$125, plus \$15 materials fee, 12 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING DRUM LINE class, Fee: \$89, plus \$15 materials fee, 10 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING GUITAR FOR YOUTH class, Fee: \$89, plus \$15 materials fee, 10 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING PIANO KEYBOARD FOR YOUTH class, Fee: \$69, plus \$15 materials fee, 7.5 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING PIANO KEYBOARD FOR TEENS AND ADULTS class, Fee: \$89, plus \$15 materials fee, 10 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the BEGINNING VOICE class, Fee: \$89, plus \$15 materials fee, 10 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the JUNIOR ROCK ACADEMY - LEVEL 1 class, Fee: \$69, plus \$15 materials fee, 7.5 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the JUNIOR ROCK ACADEMY - LEVEL 2 class, Fee: \$69, plus \$15 materials fee, 10 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the KIDS EARLY EXPLORER - Ages 6 month to 3 years class, Fee: \$65, plus \$15 materials fee, 3.75 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the KIDS EARLY EXPLORER - Ages 3-5 years class, Fee: \$65, plus \$15 materials fee, 3.75 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the "MYHEAL THWORKZ" TELEVISION PROGRAM class, Fee: \$139, plus \$15 materials fee, 15 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the ROCK ACADEMY - LEVEL 1 class, Fee: \$139, plus \$15 materials fee, 15 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the ROCK ACADEMY - LEVEL 2 class, Fee: \$139, plus \$15 materials fee, 17.5 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

IC Name: MUSICSTAR

Services: Presenter for the UKELELE class, Fee: \$125, plus \$15 materials fee, 12 hours.

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: May 5 - June 30, 2012

Source of Funding: Community Education registration fees.

16. Authorization for Sailing Program

Subject	16.01 OCC - Sailing Program
Meeting	May 4, 2011 - Regular Meeting
Category	16. Authorization for Sailing Program
Access	Public
Type	Consent

PROFESSIONAL EXPERTS

BAREBOAT CRUISING COURSES

US SAILING BAREBOAT CRUISING CERTIFICATION COURSE, Fee \$815.00, 4.5 days.

NORTHERN CHANNEL ISLAND CRUISING; Fee \$850, 5 days

ANCHORING & NAVIGATION WEEKEND CRUISE TO CATALINA; Fee \$550, 3 days

US SAILING COASTAL PASSAGE MAKING CERTIFICATION, Fee: \$295, certification fee.

CRUISE PACIFIC NORTH WEST ABOARD "WHITE RAVEN", Fee: 4,900, per session per group

Courses to be taught aboard OCC cruising boats including, but not limited to "Betty", "Alaska Eagle", possible new donations to the program. Most meals included in registration fees.

PRESENTERS: Richard Crowe, Sheri Crowe, Jerome Carman, Scott Culver, Diane K. De Witte, Debora Camille Dunne, Marc Alan Hughston, Doug Kent, Brian Michael Kfoury, Keith Kilpatrick, Marcus MacKenzie, Vito J. Macchia, Barbara Marrett, Peggy McClure, Pandora Nash-Karner, Robert Profeta, Karen Prioleau, Paul Prioleau, Kirk Schuler, Ernie Schultz, Bruce W. Tice, Robert White, David Tatum, Robin Clark(F)

Skippers at \$240-\$350, Mates at \$100-\$200, and cooks at \$60-\$120 per day. All transportation costs for all approved staff to be paid for by the Sailing Center at no cost to the District (F)

POWERBOAT COURSES

AROUND CATALINA ON THE *COASTER*, Fee \$475, 8 am Friday to 1 pm Sunday

PRESENTERS: Brian Kfoury, Marcus Mackenzie, Armando Eason, Karen Prioleau, Robert Profeta, Kirk Schuler, Ernie Schultz, Diane De Witte, Marc Hughston, Erik Josenhans, Jason Adams, Scott McClung, David Lapham (F).

REVISIONS TO PREVIOUS BOARD

PROFESSIONAL EXPERTS

LIDO14 CLASSES

AT-RISK CHILDREN'S BOATING SAFETY PROGRAM, No fee to participants. Funded by a grant from State of California, Department of Boating and Waterways. 14 to 20 hours.

BEGINNING SAILING, Fee \$145, 20 hours.

INTERMEDIATE LIDO; Fee \$150, 18 hours

LIDO RACING CLINIC, Fee \$65, 8 hours

PARENT AND CHILD SAILING LESSONS, Fee: \$55, 8 hours

PRIVATE LESSONS LIDO, Fee \$180, 3 hours

OCC SA CHECK-OUT, Fee \$110, 2 hours

SENIOR SCHOOL SAILING, Fee: \$135; 10 hours

HOLIDAY SAILING CAMPS FOR KIDS, Fee: \$150, 16 hours.

ADD PRESENTERS: Michael Dahl, Chase Wells (F) (*prior Board approval Jan 19, 2011*)

INDEPENDENT CONTRACTOR

IC Name: Augusoft, Inc.

Services: For the purpose of providing and maintaining OCC Sailing's online registration software program.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$9,000 for term of Contract. *Revision to increase contract amount to \$22,000.*

Term of Agreement: July 1, 2010-June 30, 2011. *Revision to extend agreement expiration date to June 30, 2012*

Source of Funding: To be paid from Sailing Center Funds

File Attachments

[DOC041311.pdf \(31 KB\)](#)

17. Personnel Items

Subject	17.01 District
Meeting	May 4, 2011 - Regular Meeting
Category	17. Personnel Items
Access	Public
Type	Consent

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

File Attachments

[Open.pdf \(10 KB\)](#)

PERSONNEL ITEMS

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

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

Classified

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Action</u>	<u>Effective Date</u>
Savage, Hakeem	GWC	Computer Operator	Term	04/07/11

b. Authorization for Leaves of Absence

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

Faculty

Chaiyakal, Jennifer, OCC, Instructor, extend end date for leave of absence from 03/23/11 to 05/01/11.

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:

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>
Weikel, Terry Jean	OCC	Adm & Rec Tech I	50%	HOC	05/05/11	06/30/11

d. Authorization for Contract Amendments Based upon Horizontal Salary Moves

The following faculty members have completed requirements for horizontal salary moves in accordance with Board policies and procedures. It is recommended that revised appointments reflecting their new placement be authorized for the 2011-12 school year:

<u>Name</u>	<u>Campus</u>	<u>From Col/Step</u>	<u>To Col/Step</u>
Lockwood, Frederick	CCC	IV 08	V 09

e. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Famolaro, Felix A., OCC, to provide instruction for USMC Electrical Class, for the period 05/31/11 to 06/24/11, to be paid by timecard at \$100.00 per unit, 27.56 units per week for 4 weeks, compensation to be \$11,025.00.

Vierstra, Donald W., CCC, to create digital graphic designs for various projects throughout Instructional Systems Development, including new publication production, for the period 05/10/11 to 07/09/11, to be paid by timecard at \$100.00 per unit, 13.75 units per week for 8 weeks, compensation to be \$11,000.00.

Other Professional Experts

Davis, Carol A., OCC, to provide High School Articulation for Tech Prep District Grant, for the period 05/05/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.25 units per week for 8 weeks, compensation to be \$200.00.

Doll, Kerry J., OCC, to provide High School Articulation for Tech Prep District Grant, for the period 05/05/11 to 06/30/11, to be paid by timecard at \$100.00 per unit, 0.25 units per week for 8 weeks, compensation to be \$200.00.

Montooth, Carisa, OCC, to serve as workshop presenter, for the period 09/07/10 to 05/30/11, to be paid by timecard at \$10.00 per unit, 15 units per week for 3 weeks, compensation to be \$450.00.

Peters, Timothy, OCC, to provide instruction for USMC Electrical Class, for the period 08/22/11 to 08/26/11, to be paid by timecard at \$100.00 per unit, 26.7 units per week for 1 week, compensation to be \$2,670.00.

Revision to Previous Board Action

Thron, Rebecca G., OCC, to be a workshop presenter in Community Services, for the period 9/8/10 to 6/30/11, to be paid by timecard at \$10.00 per unit for 30 weeks, increase compensation from \$3,000.00 to \$4,000.00 due to more adult students needing services to help them transition back into school.

Torres, Isabel E., OCC, to be a workshop presenter in Community Services, for the period 9/8/10 to 6/30/11, to be paid by timecard at \$10.00 per unit for 30 weeks, increase compensation from \$3,000.00 to \$4,000.00 due to more adult students needing services to help them transition back into school.

18. Authorization for Independent Contractors

Subject	18.01 GWC - Independent Contractors
Meeting	May 4, 2011 - Regular Meeting
Category	18. Authorization for Independent Contractors
Access	Public
Type	Consent

UNDER \$10,000

IC Name: See below

Services: Performers at GWC Spring Music Concert, *On the Cusp*

Payment Schedule/Compensation: \$2,425, to be paid \$200 per performer, except where noted below, payable within 30 days of performance

Term of Agreement: May 13 – 14, 2011

Source of Funding: ASGWC – Creative Arts, Choir Trust, and Foundation funds.

Bow, Bridget

Cavadini-Goodwin, Ann

Dierl, Chris (\$425)

Gagnon, Deborah

Green, Stephen

Greenfield, Laurence

Kroesen, Irene

Santana, Lisa

Selezinka, Roman

Selezinka, Victoria

Siegel, Nicole

IC Name: Schroeder, Gerald

Services: To provide musical entertainment at the Chefs for Scholarships event

Payment Schedule/Compensation: \$600, to be paid in full at event

Term of Agreement: September 18, 2011

Source of Funding: Patron's Fundraising Events funds

IC Name: Collins, Naomi

Services: Act as project evaluator according to the terms of US FIPSE Grant P116N060028-*North American Mobility in Higher Education* (Board Approved 12/13/06)

Payment Schedule/Compensation: \$1,000, to be paid in one payment

Term of Agreement: July 1, 2011 – June 30, 2012

Source of Funding: FIPSE NARET Grant funds

IC Name: Roebuck, Eric

Services: Battle of the Bands Winner (Performance during Earth Day Celebration)

Payment Schedule/Compensation: \$500 to be paid in one payment

Term of Agreement: April 21, 2011

Source of Funding: Associated Students funds

IC Name: See below

Services: Speaking panelists during Mental Health for Law Enforcement Officers

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

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

Source of Funding: Mental Health Grant funds

Brown, Tanya L.

Palafox, Mary

(Revision is to add these two additional panelists. Previous Board approval: 11/3/10.)

Subject	18.02 CCC – Independent Contractors
Meeting	May 4, 2011 - Regular Meeting
Category	18. Authorization for Independent Contractors
Access	Public
Type	Consent

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

\$10,000 AND OVER

IC Name: PGINET Consulting
 Services: Development of a student roadmap and tracking system as identified within the Title III AANAPISI grant.
 Payment Schedule/Compensation: \$85/hour paid monthly via invoice; \$28,200 dependent upon items/services completed within the time period.
 Term of Agreement: May 5, 2011 – September 30, 2011
 Source of Funding: Title III AANAPISI grant funds

IC Name: Huntington Commercial Publications
 Services: Instructional Design Services for Chevron Products Company Master Services Agreement (Board Approved: 2/3/10), SOW #2011-41, Honeywell Basics – Analysis Phase, \$3,000; SOW #2011-42, CO-PC/ Mentoring – Courses 1 & 2, \$24,000.
 Payment Schedule/Compensation: \$27,000 paid by percentage of completion of project deliverables broken down into five stages of completion.
 Term of Agreement: May 5, 2011 – June 30, 2011
 Source of Funding: Chevron Products Company 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 #2011-40, Environmental Compliance for New Hires (Category A) \$4,300; SOW #2011-41, Honeywell Basics – Analysis Phase \$1,000; SOW #2011-42, CO-PCO Mentoring – Courses 1&2 \$6,600.
 Payment Schedule/Compensation: \$11,900 paid by percentage of completion of project deliverables broken down into five stages of completion.
 Term of Agreement: May 5, 2011 – June 30, 2011
 Source of Funding: Chevron Products Company in support of this project.

UNDER \$10,000

IC Name: Albuquerque, Lita
 Services: Guest lecturer
 Payment Schedule/Compensation: One payment of \$400 at the conclusion of lecture and receipt of invoice.
 Term of Agreement: April 29, 2011
 Source of Funding: Budgeted, ancillary funds
 (Administrative Approval: 4/20/11)

IC Name: Smemoe, Kristi

Services: Provide technical training and instructional design consultation to assist Fremont College faculty in the creation of three hybrid/online courses.

Payment Schedule/Compensation: \$4,323 total: \$1,441 on delivery of content outlines; \$1,441 when content is uploaded to course management system; and \$1,441 upon final approval.

Term of Agreement: May 5, 2011 – June 30, 2011

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

IC Name: Edwards, Cindy Lee

Services: Provide technical training and instructional design consultation to assist Fremont College faculty in the creation of seven hybrid/online courses.

Payment Schedule/Compensation: \$9,783 total: \$3,261 on delivery of content outlines; \$3,261 when content is uploaded to course management system; and \$3,261 upon final approval.

Term of Agreement: May 5, 2011 – June 30, 2011

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

REVISION TO PREVIOUS BOARD ACTION

\$10,000 AND OVER

IC Name: Miscione, Alexander

Services: Marketing, Outreach and the Recruitment of new military students.

Payment Schedule/Compensation: Revision is to increase the contract amount by \$8,600, for a total revised contract amount of \$20,600. (Prior Board Approval: 9/1/10)

Term of Agreement: April 6, 2011 – June 30, 2011

Source of Funding: Contract Education

Administrative Approval: 4/20/11)

IC Name: Rakochy, Wendy A.

Services: Additional assignment serving as video producer for the media components of the Online Introduction to Physical Geology course.

Payment Schedule/Compensation: 10 days @ \$231/day for a total revised contract of \$43,428. (Revision is to increase assignment and total contract amount by \$2,310. Prior Board Approval: 4/6/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

UNDER \$10,000

IC Name: Erski, Theodore

Services: Additional services as a Review Advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Test Banks for 5 lessons @ \$100/lesson; Two online lesson final reviews @ \$150/lesson for a total revised contract of \$1550. (Revision is to increase total contract amount by \$800. Prior Board Approval: 2/16/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

IC Name: Falero, Roberto

Services: Additional services as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: One online lesson final review @ \$150 for a total revised contract of \$150. (Revision is to increase total contract amount by \$150. Prior Board Approval: 3/2/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

IC Name: Mraz, Joseph

Services: Additional services as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Four online lesson final reviews @ \$150/lesson for a total revised contract of \$3150. (Revision is to increase total contract amount by \$600. Prior Board Approval: 10/6/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

IC Name: McClinton, James

Services: Additional services as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: One textbook chapter draft review as Content advisor @ \$300; One online final lesson review as a Content Advisor @ \$200; One online lesson production as Content Advisor @ \$200; Test Banks for five lessons @ \$100/lesson for a total revised contract of \$3000. (Revision is to increase total contract amount by \$1200. Prior Board Approval: 1/19/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

IC Name: Muza, Jay

Services: Additional services as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Five online lesson final reviews @ \$150/lesson for a total revised contract of \$1500. (Revision is to increase total contract amount by \$750. Prior Board Approval: 3/2/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

IC Name: Schultz, Richard

Services: Additional services as an academic advisor for a national advisory committee for the planning and development of the new Online Introduction to Physical Geology course.

Payment Schedule/Compensation: Three online lesson final reviews @ \$150/lesson; One textbook chapter review @ \$150 for a total revised contract of \$1350. (Revision is to increase total contract amount by \$600. Prior Board Approval: 2/16/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: Funds received from Kendall Hunt for this project.

IC Name: Bishop, Naomi

Services: Additional services revising the Physical Anthropology Student Guide and Test Bank lessons currently accompanying the telecourse Physical Anthropology.

Payment Schedule/Compensation: One lesson @ \$150/lesson for a total revised contract of \$2550, to be paid upon completion lesson. (Revision is to increase total contract amount by \$150. Prior Board Approval: 2/2/11).

Term of Agreement: May 5, 2011 – June 30, 2011

Source of Funding: ISD Publications Revisions

Subject	18.03 OCC - Independent Contractors
ting	May 4, 2011 - Regular Meeting
Category	18. Authorization for Independent Contractors
Access	Public
Type	Consent

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

Under \$10,000

IC Name: Davis, Kim T

Services: Guest Artist for OCC Dance Department master class

Payment Schedule/Compensation: Total contract amount is \$250; to be paid upon submittal of invoice as work is completed.

Term of Agreement: April 13, 2011

Source of Funding: To be paid from ASOCC funds

IC Name: Jackson, Alexander

Services: Design and create keynote presentations with rich content for Art History

Payment Schedule/Compensation: To be paid \$1,000 when project is completed

Terms of Agreement: May 5 - May 30, 2011

Source of Funding: To be paid from Foundation funds.

IC Name: Jump O'Rama Inflatables, Inc.

Services: Providing a dunk tank

Payment Schedule/Compensation: Total contract amount is \$325. to be paid upon submittal of invoice as work is completed.

Term of Agreement: May 11, 2011

Source of Funding: To be paid from ASOCC funds

IC Name: Jump O'Rama Inflatables, Inc.

Services: Providing an inflatable obstacle course and dunk tank

Payment Schedule/Compensation: total contract amount is \$1017. to be paid upon submittal of invoice as work is completed.

Term of Agreement: May 17, 2011

Source of Funding: To be paid from ASOCC funds

IC Name: Simmons, Linda

Services: Guest Speaker for an audition class in Dance Dept.

Payment Schedule/Compensation: Total contract amount is \$250; to be paid upon submittal of invoice as work is completed.

Term of Agreement: May 2, 2011

Source of Funding: To be paid from Ancillary and ASOCC funds

IC Name: Schickler, Renee

Services: Designing of Posters and Flyers for Dance Department

Payment Schedule/Compensation: total contract amount is \$150; to be paid upon submittal of invoice as work is completed.

Term of Agreement: May 6 - 8, 2011

Source of Funding: To be paid from ancillary and ASOCC funds

IC Name: Ybarra, Daniel

Services: Videographer for Melvin Sokolsky lecture at Robert B Moore Theatre and event

Payment Schedule/Compensation: total amount of \$700 to be paid upon submittal of invoice

Term of Agreement: May 5 - 30, 2011

Source of Funding: School of Photography Ancillary and Foundation funds

IC Name: Data to Design

Services: To provide the following in support of the data conversion from Augusoft to the Community Education brochure.

Data to Design will provide the following services: discovery, design review, design update, development of InData prototype, support/phase one including data import for production, staff support and training via telephone, as needed, refinements to data prep, InDesign template, or InData prototype, written guidelines for preparation the CE Lumens data for import into InDesign/InData template.

Payment Schedule/Compensation: Compensation equals a total amount of \$5,000.

Terms of Agreement: May 5 - June 30, 2012

Source of Funding: Community Education funds.

~~\$10,000 AND OVER~~

REVISION TO PREVIOUS BOARD ACTION

IC Name: HRMS, INC.

Services: To provide grant coordination and management of the Los Rios HIT Consortium grant.

Payment Schedule/Compensation: HRMS, Inc. to be paid \$111,570 over a 2 year period. Revision to increase contract amount to \$165, 000.

Terms of Agreement: May 20, 2010 - June 30, 2012.

Source of Funding: Los Rios HIT Consortium Grant.

19. Authorization for Professional Development Program

Subject	19.01 CCC - Authorization for Professional Development
Meeting	May 4, 2011 - Regular Meeting
Category	19. Authorization for Professional Development Program
Access	Public
Type	Consent

Groot, Joycelyn, Dean, Military/Contract Education Programs to attend Educational Finance, Course Number E6233, at Argosy University, from May 9, 2011 through June 29, 2011 and Capstone, Course Number E6925, at Argosy University from June 30, 2011 through August 20, 2011. Reimbursement of tuition and books not to exceed \$3,000 to be paid from Management Professional Development funds.

Subject **19.02 DIS - Authorization for Professional Development**
Meeting May 4, 2011 - Regular Meeting
Category 19. Authorization for Professional Development Program
Access Public
Type Consent

OPTION I - TUITION, BOOKS, AND FEES:

<u>Name</u>	<u>Course/Seminar</u>	<u>Date</u>	<u>Amount</u>
Sheryl Area	450.3 Compensation & Reward Systems	03/31/11 – 06/09/11	
Admin Assistant – Office of Instruction	496.01 Performance Mgmt- Leading to Success	04/30/11 – 05/14/11	\$600.00
OCC	UCI		\$600.00
Daniel Johnson	EDU 8090 Doctoral Study	05/02/11 – 07/24/11	\$3,250.00
Sports Information	Intensive – Sem 8		
GWC	Walden University		

20. Approval of Purchase Orders

Subject **20.01 DIS-Purchase Orders**
Meeting May 4, 2011 - Regular Meeting
Category 20. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[PurchaseOrderDIST.pdf \(17 KB\)](#)

PO NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0323655	Altaware Inc Internet firewall protection system (GOB) Board Date: 04/06/11	OCC-GB	6412	188,254.08
P0323629	Cambridge West Partnership LLC Vision 2020 District Facilities Master Plan. Board Date: 10/03/10	DIS	5899	145,700.00
P0323686	Vasquez & Co LLP Open PO for 2010-2011 Audit Fees. Board Date: 11/22/10	DIS	5743	122,000.00
P0323579	Dell Higher Education Computer servers for Health information Tech Workforce Development	OCC	6402	70,676.32
P0323632	Education 4 Work Open PO for services for SB70 evaluation grant. Board Date:04/06/11	DIS	5899	50,000.00
P0323664	Oracle America Inc Software SMA for Oracle database technical support	DIS	5638	36,990.75
P0323578	CompuCom Systems Inc Software upgrade & support for Health Science Dept	OCC	5699	34,024.13
P0323739	Continental Plumbing Inc Repair Bursar's office existing utilities & catch basin (GOB)	OCC-GB	6250	29,405.00
P0323722	Enterprise Fleet Mgmt 5 yr District-wide vehicle lease/maintenance. Board Date: 08/18/10	DIS	6411	23,500.00
P0323556	Pacific Blue Micro Hardware service maintenance agreement	GWC	5638	23,344.60
P0323630	Beeson, Tayer & Bodine IC for negotiations between District and CFCE. Board Date 02/16/11	DIS	5112	21,800.00
P0323690	Community College League of Calif Annual electronic information resources	OCC	5699	20,402.62
P0323636	Dallas County Comm Coll Dist Spring 2011 telecourse enrollments	CCC	5748	18,735.00
P0323740	Mover Services Inc OCC Math/Business classroom move (GOB)	OCC-GB	5899	17,280.00
P0323555	En Pointe Technologies Inc Software service maintenance agreement	GWC	5638	16,457.37
P0323651	Diversified Window Coverings Inc New ABC Bldgs window covering (GOB)	OCC-GB	6250	15,998.00
P0323637	Dallas County Comm Coll Dist Fall 2010 telecourses enrollment	CCC	5748	15,720.00
P0323715	World-Wide Fire Inc Replacement of fire sprinkler heads campus wide per CA Health & Safety codes	CCC	5650	14,400.00

P0323598	Study in the USA Inc Advertising for International Center	OCC	5850	11,800.00
P0323688	GCI Construction Inc OCC ABC Bldg- safety ladders in high voltage access area (GOB)	OCC-GB	6120	11,350.00
P0323738	TruGreen Open PO for maintenance & upkeep baseball fields	GWC	5899	11,240.00
P0323635	Allana Buick Bers Inc CCC Newport Beach Learning Center waterproofing consultant services (GOB)	CCC-GB	6205	10,640.00
P0323586	El Camino Asphalt Paving Corp	OCC	5665	9,200.00
P0323670	Fry's Electronics	CCC	4312	8,574.77
P0323631	Beeson, Tayer & Bodine	DIS	5112	8,200.00
P0323742	Exclusive Construction	OCC-GB	6250	7,975.00
P0323638	CPP Inc	OCC	4312	7,693.30
P0323645	PGINET Consulting	OCC	5899	7,452.00
P0323706	PGINET Consulting	GWC	5899	7,452.00
P0323656	Study in the USA Inc	GWC	5850	7,100.00
P0323692	Lab Safety Supply	OCC-GB	4312	6,543.16
P0323605	MSC Industrial Supply Co	OCC	4312	6,500.00
P0323558	SIGMAnet Inc	CCC	6412	6,228.52
P323577	Clarus Corp	OCC	5899	6,200.00
P0323693	Secure Content Solutions	OCC-GB	5699	6,163.08
P0323713	Dell Higher Education	GWC	6412	5,511.85
P0323695	Anaheim Fence Co Inc	GWC	6120	5,484.00
P0323539	CI Solutions	CCC	4312	5,399.79
P0323596	Computerland of Silicon Valley	DIS	5638	5,206.95
P0323650	KRC Rock Inc	OCC-GB	6120	5,177.59
P0323639	NCS Pearson Inc	OCC	4312	5,157.69
P0323530	West Coast Technology	GWC	5638	5,125.00
P0323601	Reed Printing Inc	OCC	4321	5,111.25
P0323627	Synegi Inc	DIS	5638	5,044.00
P0323731	United States Postal Service	CCC	5831	5,000.00
P0323707	Snap-On Tools	GWC	4312	4,995.65
P0323666	Pacific Blue Micro	GWC	6412	4,964.65
P0323668	Dell Higher Education	OCC	6412	4,708.77
P0323517	Sehi Computer Products Inc	OCC	4312	4,480.34
P0323559	Lab Safety Supply	CCC	4312	4,276.87
P0323694	World-Wide Fire Inc	OCC-GB	6250	4,260.45
P0323533	Fisher Scientific	GWC	4312	4,200.00
P0323717	Digital Networks Group Inc	OCC-GB	6250	3,800.84
P0323588	Storefront Door Repair	OCC-GB	6250	3,780.00
P0323662	Dell Higher Education	DIS	6411	3,755.76
P0323721	Atlas Environmental Engineering Inc	DIS	6129	3,747.50
P0323725	Pivot Point Int'l Inc	GWC	5320	3,448.50
P0323710	San Diego Police Equip Co	GWC	4312	3,325.56
P0323633	Sehi Computer Products Inc	GWC	4315	3,278.43
P0323640	Psychological Assessment Resources Inc	OCC	4312	3,052.35

Purchase Orders

P0323536	Cal-Olympic Safety	GWC	4312	3,029.24
P0323564	Refrigeration Supplies Distrib	OCC	4312	3,000.00
P0323723	Liebert Cassidy Whitmore	DIS	5112	3,000.00
P0323714	B & P Services Inc	DIS	5657	2,860.00
P0323616	Pearson Education	CCC	4312	2,807.47
P0323741	Electro Systems Electric	OCC-GB	6120	2,740.00
P0323545	Orvac Electronics	CCC	4312	2,594.94
P0323696	TRL Systems Inc	GWC	6429	2,500.00
P0323628	Dell Higher Education	GWC	6412	2,431.08
P0323736	Metalcraft Inc	DIS	4315	2,367.49
P0323526	Office Depot	CCC	4312	2,345.74
P0323617	Pearson Education	CCC	4312	2,341.49
P0323634	Dell Higher Education	GWC	4315	2,305.83
P0323709	iParadigms LLC	GWC	4312	2,300.00
P0323685	Clark Security Products	OCC	4312	2,096.04
P0323700	Medco Supply Co	GWC	4312	2,058.07
P0323653	Hoover Printing & Lithography Inc	OCC	4321	2,045.59
P0323624	Snap-On Tools	GWC	4312	2,033.63
P0323671	Cal-Quest Investigations Inc	DIS	5112	2,000.00
P0323518	Dell Higher Education	OCC	4312	1,864.82
P0323648	Professional Plumbing Inc	OCC	4312	1,860.00
P0323600	Mission Printing Co	OCC	4312	1,781.33
P0323658	Linden Lab	CCC	5899	1,770.00
P0323612	KPSS Inc	GWC	4312	1,703.60
P0323580	Dell Higher Education	OCC	6412	1,627.20
P0323581	Dell Higher Education	OCC	6412	1,621.29
P0323735	Kaufman, Ronald	OCC	5899	1,600.00
P0323549	Home Depot	GWC	4312	1,550.00
P0323733	Western Graphics Plus	OCC	5850	1,550.00
P0323708	Prado Olympic Shooting Park	GWC	5684	1,540.00
P0323652	Dell Higher Education	OCC-GB	4312	1,516.73
P0323643	CAEL	DIS	5320	1,500.00
P0323573	Accuvant	DIS	5638	1,489.08
P0323560	MCM	OCC	4312	1,433.84
P0323535	Coast Compressor Co	GWC	5657	1,290.61
P0323611	KPSS Inc	GWC	4312	1,277.32
P0323585	Honeywell Int'l Inc	OCC-GB	6250	1,275.50
P0323589	Aguinaga Green Inc	OCC-GB	6120	1,256.01
P0323669	ESL.net	CCC	4312	1,139.42
P0323538	Out of Your Mind..& Into the Marketplace	CCC	5699	1,100.00
P0323647	Lowe's HIW Inc	OCC	4312	1,062.41
P0323544	Scantron Corp	CCC	4312	1,042.93
P0323623	Home Depot	GWC	4312	1,018.75
P0323626	Drexel University	CCC	5899	1,000.00
P0323697	Crestline Co Inc	GWC	4312	971.49
P0323691	TreeCare Arborists	GWC	5899	900.00
P0323703	Amer Bar Assn	CCC	5320	900.00
P0323606	KPSS Inc	GWC	4312	899.14
P0323720	Digital Networks Group Inc	OCC-GB	6250	870.83

Purchase Orders

P0323698	Art Supply Warehouse	GWC	4312	864.00
P323532	Int'l E-Z Up Inc	CCC	4312	861.24
P0323537	LaserWerx	GWC	4312	853.69
P0323718	Digital Networks Group Inc	OCC-GB	4312	843.09
P0323657	Amsterdam Printing & Litho	GWC	4312	811.38
P0323523	CDWG	OCC	4312	797.26
P0323608	KPSS Inc	GWC	4312	795.39
P0323553	Office Depot	CCC	4312	783.07
P0323674	Sehi Computer Products Inc	DIS	6411	775.10
P0323574	Gaylord Bros Inc	OCC	4312	774.74
P0323620	McGraw-Hill Companies	CCC	4312	772.44
P0323592	Angelus Pacific Co	OCC	4321	749.06
P0323625	Hunter Parts & Services	GWC	5657	739.40
P0323719	Digital Networks Group Inc	OCC-GB	6250	729.24
P0323528	Office Depot	CCC	4312	715.78
P0323595	Angelus Pacific Co	CCC	4312	710.42
P0323566	Artistic Flowers	OCC	4312	706.88
P0323646	Embee Technologies	OCC	5899	688.19
P0323561	Gosiger Inc	OCC	5657	686.00
P0323554	Office Depot	CCC	4312	670.15
P0323527	Office Depot	CCC	4312	653.49
P0323615	Presentation Folder Inc	GWC	4321	652.50
P0323716	Intuit Inc	CCC	5699	652.45
P0323591	Computerland of Silicon Valley	CCC	5699	650.00
P0323607	KPSS Inc	GWC	4312	639.77
P0323684	Conney Safety Products	OCC	4314	637.86
P0323543	Flinn Scientific Inc	CCC	4312	611.15
P0323660	Sehi Computer Products Inc	CCC	4312	610.93
P0323711	Pyro-Comm Systems Inc	CCC	5899	602.31
P0323593	Angelus Pacific Co	GWC	4312	602.25
P0323705	Home Depot	GWC	4312	600.00
P0323602	Pacific Coachways Charter Services Inc	DIS	5857	598.13
P0323667	Certiport Inc	GWC	5699	595.00
P0323683	J & R Music & Computer World	OCC	4312	587.27
P0323689	Embee Technologies	OCC-GB	6250	560.04
P0323551	Fry's Electronics	CCC	4312	559.73
P0323570	MSC Industrial Supply Co	OCC	4312	558.20
P0323675	Office Depot	GWC	4312	539.79
P0323550	Scantron Corp	CCC	4312	521.57
P0323677	Office Depot	GWC	4312	500.00
P0323682	Data to Design	OCC	5899	500.00
P0323613	KPSS Inc	GWC	4312	483.44
P0323603	Baker Party Rentals	OCC	4312	482.50
P0323567	Main Electric Supply Co	OCC	5657	470.78
P0323540	Fisher Scientific	CCC	4312	462.04
P0323529	Office Depot	CCC	4312	456.75
P0323642	AAWCC	DIS	5320	450.00
P0323524	Sehi Computer Products Inc	DIS	6411	434.60
P0323614	KPSS Inc	GWC	4312	432.19

Purchase Orders

P0323546	Carpe Diem Architectural Modeling & Art	GWC	4312	427.85
P0323576	Demco Inc	OCC	4312	411.11
P0323609	KPSS Inc	GWC	4312	388.98
P0323732	OCLC Inc	OCC	5110	372.09
P0323665	Amazon.com	DIS	4312	368.21
P0323597	Office Depot	OCC	4312	361.43
P0323644	Dell Higher Education	OCC	4312	361.03
P0323519	Office Depot	CCC	4312	360.55
P0323522	Office Depot	CCC	4312	332.28
P0323563	Chaney Electronics Inc	OCC	4312	326.25
P0323673	NCS Pearson Inc	OCC	5699	324.06
P0323699	Hunter Parts & Services	GWC	5699	320.81
P0323575	Library Store Inc	OCC	4312	319.07
P0323678	Sehi Computer Products Inc	CCC	4312	311.87
P0323599	HB Chamber of Commerce	DIS	5320	309.00
P0323548	Art Supply Warehouse	GWC	4312	300.00
P0323534	Suck-It Up	GWC	4312	291.00
P0323681	Thomson Reuters/Barclays	OCC	6301	290.00
P0323679	Office Depot	CCC	4312	282.16
P0323541	Flinn Scientific Inc	CCC	4312	275.80
P0323604	New Readers Press	CCC	4312	268.38
P0323610	KPSS Inc	GWC	4312	250.75
P0323737	CI Business Equipment Inc	DIS	4312	250.13
P0323704	McLogan's Supply Co Inc	GWC	4312	250.00
P0323622	New Readers Press	CCC	4312	249.95
P0323641	Harris Infosource	OCC	6301	249.25
P0323654	Office Depot	GWC	4312	245.82
P0323531	RingClear LLC	CCC	5699	234.36
P0323552	Amazon.com	GWC	4312	225.47
P0323621	Cambridge University Press	CCC	4312	212.28
P0323590	Office Depot	DIS	4312	204.72
P0323569	MSC Industrial Supply Co	OCC	4312	203.13
P0323547	Austin Hardwoods	GWC	4312	200.00
P0323734	KOCI	OCC	5899	200.00
P0323542	Fisher Scientific	CCC	4312	199.53
P0323687	Xerox Corp	CCC	4312	194.16
P0323618	Pearson Education	CCC	4312	185.60
P0323562	Kelly Paper	DIS	4312	183.94
P0323565	Mouser Electronics	OCC	5657	178.13
P0323587	EB Bradley Co	OCC-GB	4312	174.82
P0323521	Office Depot	GWC	4312	173.46
P0323743	Seal's Compressed Gases	OCC-GB	4312	159.08
P0323572	Demco Inc	OCC	4312	140.92
P0323557	Pacific Blue Micro	GWC	4315	134.85
P0323663	World Point	OCC	4312	133.66
P0323583	Xerox Corp	OCC	4312	131.80
P0323676	Xerox Corp	GWC	4312	131.80
P0323582	Xerox Corp	DIS	4312	128.54
P0323724	Office Depot	DIS	4312	116.86

Purchase Orders

P0323520	Office Depot	CCC	4312	112.36
P0323584	OptiTex USA Inc	OCC-GB	4312	102.00
P0323594	Angelus Pacific Co	DIS	4321	100.09
P0323571	Displays2Go	OCC	4312	94.27
P0323525	Office Depot	DIS	4312	83.87
P0323568	Genuine Aircraft Hardware	OCC	4312	82.67
P0323680	Office Depot	GWC	4312	61.50
P0323672	Infinite Cables Inc	DIS	4315	54.55
P0323649	VMI Inc	OCC	4312	32.09
P0323619	Pearson Education	CCC	4312	27.82
Total				<u>\$1,249,089.82</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

21. Ratification / Approval of Checks

Subject **21.01 District**
Meeting May 4, 2011 - Regular Meeting
Category 21. Ratification / Approval of Checks
Access Public
Type Consent

File Attachments

[CheckApproval.pdf \(305 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0154443	PacifiCare of California Medical Premiums	581,555.01
0155195	ACSIG Dental / Edge District Dental Claims and Admin Fees	289,072.50
0154440	Kaiser Foundation Health Plan Inc Medical Premiums	277,908.77
0154774	Coast Community College Dist CCCD Medical Claims	243,593.19
0154777	Medco Health Solutions Inc Medical Prescription Claims	235,156.48
0154675	Hewlett Packard Computer server to upgrade OCC's technology infrastructure	223,299.29
0155137	Coast Community College Dist CCCD Medical Claims	171,506.45
0154776	Keenan & Associates District PIPS Worker's Compensation Premiums	168,125.00
0154775	Coast Community College Dist CCCD Medical Claims	167,994.54
0154644	Blackboard Inc Vista on-line learning software	146,697.00
0155035	Vicenti Lloyd & Stutzman LLP 2009-2010 audit fees	134,552.50
0154439	Coast Community College Dist CCCD Medical Claims	133,428.61
0154489	Constellation NewEnergy Inc Districtwide electricity	126,870.79
0155155	Oracle Corp Software license & support renewal	100,303.23
0154566	Southern Calif Edison Co Districtwide electricity	99,104.61
0154941	Reliastar Life Insurance Co Life Insurance Premiums	71,342.04
0154943	Reliastar Life Insurance Co Reinsurance Premiums	53,506.20
0155093	North OC Comm College District Voyager library circulation & catalog system	50,878.00
0154340	Follett Higher Education Group Inc #1181 Books for continuing EOPS students	48,172.16
0154212	Memorial Prompt Care Medical Group FY 10-11 Student Health Services	43,795.00
0154312	Avalon Center at Garden Grove Annual lease payment for One Stop Center in GG	41,760.00
0154575	The Irvine Co LLC	37,491.71

0154626	Lease payment for One-Stop Center - Irvine Medco Health Solutions Inc	36,720.10
0154260	Medical Prescription Claims SIGMANet Inc	34,923.81
0154942	Hardware for remote network computer lab Reliastar Life Insurance Co	30,920.43
0154799	Long Term Disability Premiums Burke Williams & Sorensen LLP	29,992.56
0155042	District Board General Counsel Legal Service Xerox Corp	29,085.04
0154938	OCC Print Shop copier lease/maintenance Delta Health Systems	27,749.50
0154697	Medical Administrative Fees OCE'	27,211.55
0155194	CCC reprographics copier maint agreement MS Rouse Co	25,922.00
0155141	OCC Technology 2nd Floor Corridors Floor Covering CCCD Student Refunds	25,111.33
0154821	Student refunds Eaton Cummings Group Partnership	25,000.00
0154944	Vision 2020 Strategic Planning Process IC Vision Service Plan	23,099.24
0154914	Western Graphics Plus	21,916.00
0154734	Systems Technology Associates Inc	20,125.00
0154179	Elavon	19,209.94
0155173	The Gas Co	18,879.76
0154506	Glorria Morrison & Assoc Inc	18,000.00
0154156	CCCD Student Refunds	17,486.37
0154287	Waxie Sanitary Supply	16,849.98
0154936	Blue Cross	16,669.80
0154536	OCC Food Services	15,500.00
0155076	Fishnet Security	15,454.90
0154805	CCCD - SEOG	14,725.00
0154757	Xerox Corp	14,308.12
0154658	Digital Networks Group Inc	13,066.11
0154475	CCC	12,978.60
0155068	Constellation NewEnergy Inc	12,463.48
0154654	Community College League of Calif	12,321.32
0154583	Vital Link OC	12,300.00
0155114	Study in the USA Inc	11,800.00
0154253	Runner Technologies Inc	10,900.00
0154668	GovConnection Inc	10,612.79
0154707	Professional Personnel Leasing Inc	10,563.68
0154230	Oceanside Photo & Telescope	10,000.00
0154806	CCCD Student Refunds	9,946.15
0154276	The Gas Co	9,852.73

0154290	OCC Food Services	9,817.74
0154468	Atkinson Andelson Loya Ruud & Romo	9,650.15
0155038	Waxie Sanitary Supply	9,294.39
0154213	Mesa Consolidated Water Dist	9,238.35
0154988	Long Beach Marine Institute	9,075.00
0154694	OC Treasurer-Tax Collector	9,067.00
0154828	Glorria Morrison & Assoc Inc	9,000.00
0154379	RideLinks Inc	8,872.00
0154884	Southern Calif Edison Co	8,761.86
0154657	Dell Higher Education	8,760.24
0154661	Embassy Suites Hotel Sacramento Riverfront	8,695.44
0154277	The Gas Co	8,600.24
0154663	ExaGrid Systems Inc	8,370.00
0154336	Education 4 Work	8,000.00
0155095	OCC Associated Students	7,728.49
0154754	Waxie Sanitary Supply	7,636.16
0154732	SunGard Higher Education Inc	7,560.00
0154480	CCCD Student Refunds	7,499.49
0154197	ii Fuels, Inc	7,361.83
0155130	Xerox Corp	7,214.29
0155029	Total Recall Captioning Inc	7,205.00
0155004	Odyssey Power Corp	7,130.00
0154573	SVM LP	7,050.00
0154364	Odyssey Power Corp	6,699.85
0154896	Townsend Public Affairs Inc	6,550.00
0155116	Tequipment.Net	6,487.00
0154563	SIGMAnet Inc	6,374.65
0154939	First Colony Life Insurance Co	6,344.66
0154300	South Coast Air Quality Mgmt District	6,283.80
0154902	Union Bank	6,195.66
0155123	Univ of Texas at Austin	6,187.50
0155149	HRMS Inc	6,100.00
0154701	Office Depot	6,085.51
0155066	City of Huntington Beach	5,993.68
0154462	AT & T	5,946.29
0154196	HRMS Inc	5,700.00
0155025	Southern Calif Edison Co	5,634.69
0154963	Emergency Medical Products Inc	5,575.36
0155111	Southern Calif Edison Co	5,512.53
0154731	Sun Environmental Engineering Services Inc	5,500.00
0154284	Walters Wholesale Electric Co	5,415.97
0154333	Camille Dixon	5,400.00
0154150	Business Properties	5,312.03
0154507	Goodwill of OC	5,285.00
0154538	Office Depot	5,267.69
0154157	CDWG	5,224.26
0154486	Certified Transportation Services Inc	5,211.83

0154579	Union Bank	5,160.20
0155043	Xpedx Paper & Graphics	5,146.19
0154809	Certified Transportation Services Inc	5,004.48
0154178	Education 4 Work	5,000.00
0154810	Chandler's Air Conditioning & Refrigeration	4,747.00
0155048	Scantron Corp	4,731.25
0154978	ii Fuels, Inc	4,708.83
0154655	Cyberalert Inc	4,680.00
0154850	LRH Consulting	4,608.00
0154999	MSC Industrial Supply Co	4,604.41
0154545	One Stop Aviation Inc	4,500.00
0154739	ThreeForks Inc	4,500.00
0154723	SIGMAnet Inc	4,360.17
0154382	Sehi Computer Products Inc	4,296.18
0154892	The Gas Co	4,241.66
0154356	Knorr Systems Inc	4,215.45
0154338	Daniel Exley	4,200.00
0154639	B & H Photo-Video	4,168.03
0154514	InfoSend	4,047.79
0154937	Care Resources Inc	4,044.50
0154814	Collegenet Inc	4,000.00
0154199	Jobelephant.com Inc	3,997.00
0154205	LiNKS Sign Language & Interpreting Services	3,872.00
0154130	Academic Senate	3,816.92
0154695	OC Treasurer-Tax Collector	3,804.50
0154365	Office Depot	3,672.88
0154231	Office Depot	3,627.35
0154547	Pitney Bowes Inc	3,597.18
0155097	Office Depot	3,591.62
0154544	On-Site LaserMedic Corp	3,534.14
0154477	CCC Contract Education	3,532.90
0154779	Vision Service Plan	3,498.35
0154136	Aquatic Eco-Systems Inc	3,466.45
0154691	MSC Industrial Supply Co	3,406.16
0154131	Isaiah Aguirre	3,250.00
0154689	Mesa Consolidated Water Dist	3,151.36
0154864	Office Depot	3,124.93
0154736	Tequipment.Net	3,122.48
0154950	Allied Refrigeration Inc	3,108.05
0155107	Sehi Computer Products Inc	3,088.50
0154987	LiNKS Sign Language & Interpreting Services	3,013.00
0154716	ROI Networks Inc	2,978.13
0154229	OCE'	2,974.77
0154790	Avalon Tent & Party Rental	2,946.15
0154750	VWR Int'l Inc	2,900.51
0154534	OC Fire Protection	2,895.00
0154813	Coast Community College Dist	2,879.00

0154329	Crop Production Services Inc	2,865.67
0154476	CCC Contract Education	2,824.50
0155150	ii Fuels, Inc	2,824.01
0154728	SpenceTek Inc	2,823.13
0155005	Office Depot	2,803.29
0154127	1elimited	2,776.00
0155113	State Board of Equalization	2,734.00
0154686	Marcive Inc	2,722.00
0154903	United States Treasury	2,720.96
0154533	Nexgen	2,690.98
0154792	B & H Photo-Video	2,667.71
0154389	South Coast Air Quality Mgmt District	2,605.75
0154315	Bill's Camera	2,583.29
0154248	Helen Quach	2,557.40
0154519	Bernard LaFayette	2,500.00
0154520	Katie LaFayette	2,500.00
0154811	Chem Pro Laboratory Inc	2,478.00
0154652	City of Garden Grove	2,474.48
0155094	OCC Ancillary #1000-24750-5120	2,453.00
0154823	Fisher Scientific	2,446.98
0154441	Kaiser Foundation Health Plan Inc	2,410.66
0154444	PacifiCare of California	2,408.65
0154830	Daniel Gorman	2,390.81
0155009	Pacific Blue Micro	2,353.66
0154390	Southern Calif Edison Co	2,290.34
0155021	Saddleback Materials Co Inc	2,282.12
0155018	Psychological Assessment Resources Inc	2,268.00
0155023	Smith Pipe & Supply Inc	2,259.40
0154384	SIGMAnet Inc	2,232.47
0154552	Quick Caption	2,228.70
0155081	Henry Schein Inc	2,222.95
0154256	San Diego Police Equip Co	2,215.50
0154239	Pocket Nurse	2,213.79
0154673	Heat Transfer Solutions Inc	2,200.00
0154166	Ding-Jo Currie	2,192.83
0154512	Home Depot	2,191.43
0154808	Cerritos Franchise Inc	2,181.00
0155171	SMH Colocation	2,150.00
0154784	Amico Scientific Corp	2,149.34
0155064	CDWG	2,110.46
0154979	Int'l Security Products	2,103.93
0154404	Walters Wholesale Electric Co	2,065.25
0155054	Applied Measurement Professionals Inc	2,030.00
0154576	Thompson Building Materials	1,999.92
0154812	CI Solutions	1,986.00
0154851	Anthony Maciel	1,975.04
0154495	Electro Systems Electric	1,975.00

0154535	OC Wholesale Flowers	1,965.38
0155099	Prado Olympic Shooting Park	1,950.00
0155083	Imperial Auto Body & Paint Inc	1,949.31
0154894	Time Warner Cable	1,944.22
0154908	Max Vorathavorn	1,908.56
0154523	LiNKS Sign Language & Interpreting Services	1,907.00
0154332	Day & Nite Door Service Inc	1,895.00
0154836	Geoffrey Hurst	1,892.28
0154491	Dermalogica Inc	1,859.01
0155129	Waxie Sanitary Supply	1,850.06
0155122	Troxell Communications Inc	1,840.05
0154722	Sigma-Aldrich Inc	1,834.04
0154368	Par West Turf Services	1,816.28
0154320	Calif Tool Welding Supply	1,811.20
0154572	Sun Environmental Engineering Services Inc	1,807.29
0154351	Judicate West	1,800.00
0154721	Sehi Computer Products Inc	1,789.04
0154555	Red Wing Shoe Store	1,779.14
0154651	CI Solutions	1,772.83
0154842	Barbara Jean Jones	1,769.53
0154772	KSR Associates LLC	1,761.75
0154347	Henry Schein Inc	1,749.95
0154323	CDWG	1,741.89
0154997	Mobile Modular Management Corp	1,738.91
0154221	Nextel Communications	1,726.90
0154268	Southern Calif Edison Co	1,684.49
0155152	Jobelephant.com Inc	1,677.00
0154140	AT & T	1,673.80
0155174	VWR Int'l Inc	1,673.23
0154184	Follett Higher Education Group Inc #1180	1,656.19
0154267	So Cal Commercial Printing	1,640.94
0154891	Mary Thayer	1,640.28
0154501	Gale Group Inc	1,636.46
0155127	Verizon Wireless	1,624.31
0154749	Vietnamese Community of OC	1,600.00
0154314	Benner Metals Corp	1,599.82
0154147	Michael Beale	1,579.38
0155112	Spicers Paper Inc	1,574.70
0154515	Int'l Security Products	1,573.58
0154228	OCC Food Services	1,568.28
0155158	Partners Data Systems Inc	1,567.00
0154438	CCCD Workers Comp Trust Fund	1,546.86
0154986	Leonard Chaidez Tree Service	1,545.00
0154727	Southern Calif Edison Co	1,531.93
0154585	Wards Natural Science	1,520.97
0154553	Wendy Rakochy	1,501.50
0154278	The Regents of the University of California	1,500.00

0154834	Deborah Hirsh	1,500.00
0155070	Kathryn Damm	1,500.00
0155078	Gaumard Scientific Co	1,500.00
0155026	Southern Counties Lubricants LLC	1,451.95
0154738	The Gas Co	1,449.19
0154227	OC Wholesale Flowers	1,414.84
0154778	Unum Ltc	1,410.34
0154972	Graybar Electric	1,408.22
0154578	tw telecom holdings Inc	1,390.31
0154411	Xerox Corp	1,371.98
0155148	Harland Technology Services	1,364.00
0154803	Carroll Promotions Inc	1,350.18
0154135	Amer Culinary Federation Inc	1,350.00
0154234	Martha Parham	1,331.27
0154461	AT & T	1,319.21
0154532	Neozyme Int'l Inc	1,318.90
0154556	Refrigeration Supplies Distrib	1,311.35
0154497	Follett Higher Education Group Inc #1181	1,306.19
0155157	Pacific Parking Systems Inc	1,304.30
0154913	Rachel Wegter	1,300.00
0154346	Hardy Diagnostics	1,289.58
0154445	A-Z Wholesale Floral Supply Inc	1,288.14
0154977	Honeywell Int'l Inc	1,275.50
0154152	Jason Cantus	1,271.50
0155044	Yale Chase Equipment & Services Inc	1,243.47
0154198	Irvine Pipe & Supply	1,219.79
0154796	Best Buy Stores LP	1,200.97
0154169	Dell Higher Education	1,200.26
0154829	Jill Golden	1,200.00
0154886	Frederick Steadry	1,200.00
0154889	Lisa Taylor	1,200.00
0154303	ACS Education Services Inc	1,191.70
0155109	SIGMAnet Inc	1,183.54
0154703	Phoenix Group Info Systems	1,158.20
0154208	MailFinance Inc	1,156.05
0155153	MailFinance Inc	1,156.05
0154410	Susan Wilcox	1,155.00
0154328	Constellation NewEnergy Inc	1,144.16
0154642	BAVCO Backflow Apparatus-Valve	1,116.61
0154191	Harland Technology Services	1,111.00
0154360	MS Rouse Co	1,091.70
0154730	Stater Bros Markets	1,077.84
0155087	Landauer Inc	1,064.91
0154139	AT & T	1,059.88
0154525	MailFinance Inc	1,034.42
0154162	Paula Coker	1,018.00
0154952	Amico Scientific Corp	1,017.88

0154554	Rancho Vista Landscaping Inc	1,014.10
0154741	truWest Inc	1,004.85
0154154	Treisa Cassens	1,000.00
0154168	Lynn Dahnke	1,000.00
0154200	Danny Jones	1,000.00
0154518	Rosemary Kim	1,000.00
0154852	Michael Mandelkern	1,000.00
0154319	Cal Track Reconditioning Inc	997.02
0155120	Time Warner Cable	990.00
0154861	Mary O'Connor	974.43
0154905	Verizon Wireless	971.76
0154194	Home Depot	958.98
0154976	Home Depot	954.56
0155010	Pak West Paper & Packaging	951.55
0154163	College of the Desert	950.00
0154990	James McClinton	950.00
0154751	Walters Wholesale Electric Co	948.20
0154725	South Coast Air Quality Mgmt District	946.39
0154681	Irvine Pipe & Supply	943.75
0154954	B & P Services Inc	941.50
0154696	OC Wholesale Flowers	940.41
0154232	Orkin Commercial Services	934.00
0154225	Mary O'Connor	933.93
0154975	Harold M Pitman Co	928.22
0154321	Carolina Biological Supply	927.10
0154846	LiNKS Sign Language & Interpreting Services	925.00
0154587	Susan Wilcox	924.00
0155177	Susan Wilcox	924.00
0154795	Jaima Bennett	920.00
0155102	Rhino Electric Supply	915.76
0154783	Allied Refrigeration Inc	915.14
0154349	Irvine Pipe & Supply	912.90
0154970	GlaxoSmithKline	906.00
0154857	Mutual Liquid Gas & Equipment	901.35
0154687	Marina Landscape Inc	895.00
0154217	Robert Nash	883.89
0155056	AT & T	882.18
0154289	Ingardia Brothers Produce Inc	880.65
0154240	Postmaster	880.00
0154735	T & L Printing Inc	875.44
0155154	Office Depot	873.48
0154733	System One Business Products Inc	870.00
0154158	Certified Transportation Services Inc	863.40
0154249	Dameion Renault	861.77
0154833	Hardy Diagnostics	860.74
0154322	Caston Office Solutions	853.59
0155063	Carolina Biological Supply	850.43

0154446	AACC	850.00
0154949	Alan's Lawnmower & Garden Ctr Inc	848.59
0154190	Hardy Diagnostics	846.68
0154456	AT & T	840.97
0155007	Open Media Co	833.42
0154271	Staples Advantage	833.04
0154167	Ding-Jo Currie	829.06
0154235	Kimberly Pascoe	828.90
0154773	CCCD Workers Comp Trust Fund	815.17
0154875	Wendy Rakochy	808.50
0154837	Image Printing Solutions	800.84
0154282	UC Regents	800.00
0154815	Community Lock & Safe Service	797.33
0154345	GWC Food Services	795.87
0155074	ERC Wiping Products Inc	787.00
0154385	Sims-Orange Welding Supply Inc	778.64
0154269	Jane Sprague	778.55
0154907	Verizon Wireless	767.94
0155124	US Foodservice	760.80
0154254	Loren Sachs	759.40
0154397	Turf Tire Distributors	752.01
0154159	Cheryl Chapman	750.00
0154840	Joint Review Comm/Cardiovasc	750.00
0155138	A Daigger & Co	741.15
0154648	Calif Tool Welding Supply	737.02
0154400	United Direct Marketing Inc	731.00
0154581	Verizon California	731.00
0154399	United Direct Marketing Inc	725.00
0154656	Datamax O'Neil Printer Supplies	724.38
0154355	Kilgore Int'l	722.27
0154649	Carolina Biological Supply	718.30
0154220	Newport-Mesa Unified Sch Dist	704.93
0154187	Kimberly Garrison	700.00
0154195	Sheila Hostetler	700.00
0154280	James Tierney	700.00
0154915	Susan Wilcox	693.00
0154537	OCE'	688.96
0154437	Amer Fidelity Assurance	686.00
0154488	Community College League of Calif	685.00
0154702	PGINET Consulting	680.00
0154442	Medco Health Solutions Inc	676.55
0154255	Saddleback Materials Co Inc	675.61
0154170	Dept of Justice	672.00
0154671	Halo Branded Solutions	669.56
0155118	The Gas Co	668.47
0154824	Fitness First	668.10
0154748	Verizon Wireless	667.43

0154344	Great Western Sanitary Supply	666.36
0154685	Knorr Systems Inc	664.16
0155108	Shell Oil	661.47
0154262	Melissa Simpson	651.67
0154839	Jobelephant.com Inc	650.00
0155159	Prado Olympic Shooting Park	650.00
0155028	TALX Corp	647.40
0155033	Verizon California	647.03
0154919	Xerox Corp	646.91
0155167	Scott Electric	640.00
0154863	Oceanside Photo & Telescope	639.45
0154867	Hue Pham	637.22
0154214	Janet Millian	631.94
0154496	Fisher Scientific	627.13
0154391	Staples Advantage	624.93
0154272	Millie Sweesy-Barger	621.90
0154258	Shinoda Design Center Inc	617.84
0154893	Daniela Thompson	613.15
0154899	Julie Tran	611.22
0154818	Joan Deniken	610.19
0154755	Western Graphics Plus	609.83
0154887	Dejah Swingle	609.41
0154471	Burke Engineering	607.33
0155039	Western Illuminated Plastics Inc	606.38
0154835	Home Depot	606.04
0154161	City of Costa Mesa	605.00
0154226	Mary O'Connor	604.86
0154261	Sign-Mart	602.04
0154901	Unifirst Corp	594.66
0154551	PSi	590.00
0154233	Martha Parham	586.88
0154172	Digital Networks Group Inc	585.00
0154690	Metroline Inc	585.00
0154129	AA Equipment	583.96
0154713	Quinn Power Systems	578.52
0154819	Wanda Doty	577.15
0154264	Loretta Sineri	575.00
0154396	Tremco Inc	560.63
0155105	Scantron Corp	559.88
0154866	Pacific Coachways Charter Services Inc	552.75
0154182	Fisher Scientific	552.72
0155142	Command Decisions Systems & Solutions Inc	550.00
0155143	Command Decisions Systems & Solutions Inc	550.00
0154165	Ding-Jo Currie	546.94
0155020	Rhino Electric Supply	543.36
0154148	Black Box Resale Services	537.50
0154980	Island Color Inc	536.65

0154479	CCCCIO	530.00
0154940	First Health	527.80
0154947	Aircraft Spruce & Specialty Co	527.50
0154206	Frederick Lockwood	525.72
0154540	On Course	525.00
0154541	On Course	525.00
0154542	On Course	525.00
0154543	On Course	525.00
0155030	Turf Star Inc	524.71
0154288	Xerox Corp	524.61
0154855	Memory Suppliers Inc	522.50
0154994	Merck Vaccines	511.99
0154956	Besam Entrance Solutions	511.82
0154854	McFadden-Dale Industrial Hardware LLC	507.32
0154209	Iliana Marin	506.72
0154450	Altenbern, Margaret	500.00
0154472	Bushnell, Denise	500.00
0154493	Duffie, Dwight	500.00
0154494	Dunn, Dr Cyndi	500.00
0154500	Fulgham, Roietta	500.00
0154503	Galvan, Jackie	500.00
0154508	Hamilton, Christopher	500.00
0154510	Hart, Robyn	500.00
0154517	Jones, Darla	500.00
0154522	Lin, Cheryl	500.00
0154528	Meder, Pamela	500.00
0154530	Minter, Carol	500.00
0154539	Ogden, Carl	500.00
0154546	Joanne Osgood	500.00
0154557	Romig, Susanna	500.00
0154558	Sanchez, Regina	500.00
0154559	Scott, Daniel, Dr.	500.00
0154565	Snider, Linda	500.00
0154570	Stokke, Patricia	500.00
0154746	Valdivia, Odemaris	500.00
0154758	Yu, Albert	500.00
0154838	ImPACT Applications Inc	500.00
0154984	LabWest Inc	500.00
0154966	Fry's Electronics	496.40
0155036	VP Gabriel Inc	496.33
0154660	Electronix Express	493.50
0154223	Melinda Nish	491.48
0154238	Physician Sales & Service Inc	491.14
0154241	Omid Pourzanjani	490.00
0154291	Orkin Commercial Services	490.00
0154744	UPS Protection Inc	490.00
0154995	Mesa Golf Carts Inc	489.38

0154797	Bill's Camera	486.11
0154485	CDWG	484.89
0154674	Henry Schein Inc	482.10
0154185	Gale Group Inc	481.44
0154511	HB Magazine	480.00
0154993	Medical Processor Services	480.00
0154717	Saddleback Materials Co Inc	477.41
0154265	Smarthome	468.59
0155053	Amtech Elevator Services	468.22
0154343	Grainger	465.95
0154678	Industrial Metal Supply	461.17
0154145	Baker & Taylor	461.05
0155001	Newport-Mesa Unified Sch Dist	454.86
0154964	Roberto Falero	450.00
0154969	Gail Gibson	450.00
0155000	Douglas Neves	450.00
0154860	North Net Fire Training Center	448.00
0154973	GWC Student Health Center	444.00
0154982	Kater-Crafts Bookbinders	440.44
0154210	Richard Mathias	437.81
0154470	Baker & Taylor	431.85
0154457	AT & T	420.69
0154478	CCCAOE	420.00
0155006	On-Site LaserMedic Corp	418.87
0154341	Ganahl Lumber Co	417.17
0155176	Web Active Directory LLC	416.00
0154714	Rhino Electric Supply	414.81
0154820	W. Dunn III	410.40
0154827	Genuine Aircraft Hardware	404.10
0154798	Pete Bouzar	400.00
0154917	Woodbridge HS	400.00
0154737	The Gas Co	399.08
0155092	MSC Industrial Supply Co	394.57
0154968	Ganahl Lumber Co	390.09
0154224	Melinda Nish	389.40
0154516	Irvine Pipe & Supply	384.60
0154363	OCLC Inc	382.09
0154160	CI Solutions	381.25
0154918	Wordes, John G.	380.63
0154895	Times Community News	380.00
0154281	Travis Turner	375.00
0154647	Calif Stage & Lighting	361.66
0154371	Premier Office Services Co	357.61
0155071	Digi-Key Corp	357.51
0154645	Blick Art Materials	349.82
0154782	Kimberly Allen	343.40
0155090	Minitex	343.00

0154529	Mesa Golf Carts Inc	341.36
0154631	Alco Target Co	340.02
0154409	West Payment Center	339.57
0154186	Galls Inc	336.93
0154469	Robin Bachmann	335.00
0154502	Galls Inc	331.18
0154688	Medical Arts Press	328.91
0154144	Robin Bachmann	325.00
0154447	Academic Senate	325.00
0154448	Academic Senate	325.00
0155160	Priority Mailing Systems LLC	323.13
0154951	AmericasPrinter.com	322.99
0154582	Verizon California	322.23
0154628	Aardvark Clay Supply	321.81
0154756	Western Illuminated Plastics Inc	321.73
0154398	Unisource Worldwide Inc	318.42
0154164	Community Lock & Safe Service	317.71
0154378	Rhino Electric Supply	316.86
0154876	Bonita Roohk	315.40
0154692	Nat'l Assn of College & Univ Attys	315.00
0154153	Carroll Promotions Inc	314.96
0155145	Digital Networks Group Inc	313.86
0155089	Mesa Golf Carts Inc	311.53
0154377	Refrigeration Supplies Distrib	309.54
0155080	HB Chamber of Commerce	309.00
0154967	Gale Group Inc	308.75
0154877	Roxana Ross	308.40
0154802	Carolina Biological Supply	305.04
0154132	Aircraft Spruce & Specialty Co	303.34
0154669	Great Western Sanitary Supply	303.15
0155121	TRL Systems Inc	302.00
0154309	Art Supply Warehouse	301.46
0154358	McMaster-Carr	300.96
0154202	William Koenig	300.00
0154330	CW Dixon Associates Inc	300.00
0154403	Virtual Freelance Network	300.00
0154643	Bee Busters Inc	300.00
0154983	Jonathan Kuespert	300.00
0155096	OCC Sailing Center	300.00
0154211	MCM	298.89
0154372	Professional Indexes & Files	297.87
0154149	Brink's Inc	295.31
0154359	Memory Suppliers Inc	293.75
0154745	Vacumetrics Inc	293.48
0154251	Rhino Electric Supply	292.69
0154659	Eberhard Equipment Inc	291.91
0154858	MVAP Medical Supplies Inc	290.16

0154237	Pep Boys	289.71
0154279	Thomson Reuters	285.00
0154718	Safety 1st Pest Control Inc	283.50
0154785	Cristina Arellano	282.76
0155011	Placentia-Yorba Linda USD	281.25
0155034	Verizon Wireless	280.46
0154825	Follett Higher Education Group Inc #1180	276.23
0154705	Pivot Point Int'l Inc	275.46
0155082	Home Depot	275.08
0155052	Amer Red Cross	275.00
0154888	Tannewitz Inc	274.77
0155012	Pro Photo Connection Inc	270.18
0154706	Prince Enterprises Inc	266.87
0155051	Alan's Lawnmower & Garden Ctr Inc	264.64
0154989	Los Alamitos Unified School Dist	263.09
0154879	Michelle Sambrano	261.40
0154959	Caston Office Solutions	259.37
0154729	Staples Advantage	258.94
0155061	Baker & Taylor	254.70
0154177	Lorie Eber	254.14
0154868	Pickwick Paper Products	253.39
0154881	Siemens Water Technologies Corp	251.41
0155091	Minuteman Plumbing & Drains	250.00
0154627	A & M Cleaning Equipment	246.75
0154971	GovConnection Inc	245.99
0154948	Airgas West Inc	245.76
0154726	South Coast Bobcat Inc	245.58
0155019	Cynthia Reber-Bonhall	245.32
0154128	1st St Vision Auto Glass	245.00
0154981	Johnstone Supply	244.40
0154306	Amber Products	238.22
0154862	OCE'	236.81
0155062	Joyce Bishop	235.12
0154843	Kelly Paper	231.60
0154826	Hilda Friend	231.40
0154897	Angelyn Tran	231.40
0154874	Rena Quinonez	231.19
0154992	Medical Arts Press	230.47
0154720	Security Signal Devices	229.60
0154335	ECS Refining	227.70
0154719	Scantron Corp	219.68
0154679	Iron Mountain	217.96
0155072	Digital Networks Group Inc	210.91
0154375	Pyro-Comm Systems Inc	210.00
0155165	Pyro-Comm Systems Inc	210.00
0154393	Karen Thayer	208.21
0154781	3M Clean Water Solutions	207.23

0155040	World-Wide Fire Inc	205.85
0154667	Ganahl Lumber Co	204.63
0154173	Ditch Witch Southern Calif	202.53
0154155	Caston Office Solutions	201.64
0154906	Verizon Wireless	201.20
0154586	Kimberly Whitt	200.01
0154473	CACCRAO	200.00
0154800	Adrienne Burton	200.00
0154841	Joint Review Committee/DMS	200.00
0154958	Calif Business Systems	200.00
0154870	Lorraine Prinsky	199.90
0154909	VWR Int'l Inc	199.52
0155003	OC Farm Supply Inc	199.52
0155119	The Shredders	197.00
0154387	Smarthome	195.10
0154531	NCMPR	195.00
0154564	Smart & Final Stores LLC	194.78
0154250	Linda Rhines	194.27
0154449	Accurate Termite & Pest Control	194.00
0154490	Crown Ace Hardware	190.67
0154317	Broadcast Education Assn	190.00
0154175	Lori Donohue	189.00
0154142	B & M Lawn & Garden Center	184.26
0154629	Accurate Termite & Pest Control	184.00
0154588	Xerox Corp	183.98
0154188	Ashley Graves	180.22
0154274	Christian Teeter	179.40
0154885	Stater Bros Markets	178.76
0154458	AT & T	177.77
0154527	Medco Supply Co	177.05
0154466	AT & T	176.39
0154526	McLogan's Supply Co Inc	170.74
0155139	Andtech Corporation	170.00
0154453	AT & T	168.14
0154676	Home Depot	167.40
0154304	Airgas West Inc	167.21
0154680	Iron Mountain Records Mgmt	166.87
0154408	Web Commerce Partners Inc	165.48
0154991	McMaster-Carr	164.24
0154373	Prudential Overall Supply Co	163.74
0154374	Prudential Overall Supply Co	163.74
0155014	Prudential Overall Supply Co	163.74
0155015	Prudential Overall Supply Co	163.74
0155016	Prudential Overall Supply Co	163.74
0154394	Thomson West	162.17
0155008	Orkin Commercial Services	162.00
0154640	Elizabeth Barton	161.38

0154974	Harbor Freight Tools	161.35
0155151	Iron Mountain Records Mgmt	160.66
0154682	Sven Johnston	160.00
0154236	Jerry Patterson	157.40
0154962	Discount School Supply	153.29
0155075	Federal Express Corp	152.38
0154138	Art Supply Warehouse	151.90
0154174	Lori Donohue	150.00
0154266	Smog & Gas of Costa Mesa	150.00
0154571	Storage Place	150.00
0154724	Smog & Gas of Costa Mesa	150.00
0154916	Susan Wong	150.00
0154362	OC Wholesale Flowers	149.53
0154890	Christian Teeter	149.40
0154641	Battery Systems Inc	146.95
0155115	Suburban Water Systems	146.93
0154946	Accent Florist	146.81
0154794	Baudville Inc	146.30
0154562	Shinoda Design Center Inc	146.07
0154804	Caston Office Solutions	145.94
0154637	AT & T	144.74
0154354	Kelly Paper	144.42
0154666	Fry's Electronics	141.35
0154635	Art Supply Warehouse	141.04
0155002	Mary O'Connor	140.25
0154646	Calif District Attorneys Assn	139.83
0155084	Iron Mountain Records Mgmt	139.48
0154683	Kelly Paper	138.01
0154957	Cal-Olympic Safety	137.70
0155103	Cheryl Rojas	137.70
0154996	Minuteman Plumbing & Drains	137.50
0154960	CDWG	137.20
0155065	Chinook Medical Gear Inc	137.20
0154650	CDWG	135.71
0154308	Anixter	134.54
0154311	AT & T	134.00
0154911	Wards Natural Science	133.55
0155073	Dish Network Chicago	133.43
0154560	Sea-Clear Pools Inc	132.76
0155104	Suzanne Rosas	132.54
0154342	Trudie Giordano	130.23
0154786	Art Supply Warehouse	130.08
0154831	Griffis, Kurtis	129.04
0154693	Newport Exterminating	127.50
0154672	Harbor Freight Tools	126.60
0154207	Richard Loff	125.00
0154302	Academic Senate	125.00

0155057	AT & T	123.26
0154325	Coaches Choice	120.71
0154859	Kelly Nguyen	120.00
0155146	Goodwill of OC	120.00
0154133	John Altobelli	119.01
0154904	Verizon California	118.01
0154270	Nancy Sprague	116.49
0155172	Springdale Ace Hardware	115.02
0154203	Jessica Kuang	115.00
0154568	Star Thrower Distribution Corp	115.00
0154677	Horizon Distributors Inc	114.81
0154985	Mymy Lam	114.55
0155049	Kahn Raddavong	114.40
0155140	Lisa Becker	114.00
0155178	Frank Woodard	114.00
0155128	VWR Int'l Inc	112.54
0154204	Lakin Tire West Inc	109.79
0155144	Dell Higher Education	108.74
0155088	Marinus Scientific	108.21
0155077	Galls Inc	108.16
0154454	AT & T	107.92
0154998	Mouser Electronics	107.14
0154285	Wards Natural Science	106.97
0154141	ATI/Assessment Technology Institute	106.09
0154880	Richard Shiring	105.30
0154632	Amer Red Cross	105.00
0154898	Chau Tran	104.89
0155079	Deborah Goldstick	103.02
0154856	MSC Industrial Supply Co	102.92
0154326	Computerland of Silicon Valley	102.83
0154882	Sigma-Aldrich Inc	101.58
0154350	Daniel Johnson	100.00
0154352	Denise Kahlen	100.00
0154791	Deanna Avetisian	100.00
0155032	Verizon California	99.98
0155168	Sehi Computer Products Inc	99.75
0154331	Julie Davis-Wolfe	99.35
0154492	Joseph Dowling	99.23
0154845	Lisa Lee	97.65
0155100	Precision Dynamics Corp	97.65
0154257	Sehi Computer Products Inc	97.56
0154192	Lorraine Henry	97.35
0154698	OCE' Financial Services Inc	96.54
0154376	Martha Ramm Engle	96.29
0154665	FRS Environmental	95.25
0154481	CCCEOPSA	95.00
0154482	CCCEOPSA	95.00

0154483	CCCEOPSA	95.00
0154484	CCCEOPSA	95.00
0154961	CI Solutions	92.30
0155166	Rhino Electric Supply	92.02
0154878	Colleen Rymas	91.80
0155106	Security Signal Devices	89.85
0154412	Home Depot	89.69
0154259	Siemens Water Technologies Corp	87.48
0155156	Pacific Coast Entertainment	87.09
0155101	Amy Rangel	86.45
0154633	Apple Computer Inc	85.92
0154684	Ken's Locksmithery	85.91
0154945	Vision Service Plan	84.50
0154569	Stater Bros Markets	83.41
0154405	Jocelyn Wang	83.22
0154577	Time Warner Cable	83.19
0154395	Time Warner Cable	82.93
0154201	Kelly Equipment	80.95
0154283	UPS Protection Inc	80.25
0154504	Garden Grove Unified Schools	80.20
0154567	Sparkletts	80.04
0154474	Calif Stage & Lighting	78.30
0154910	Wards Natural Science	78.19
0154747	Verizon California	77.73
0154137	Aramark Uniform Services	77.72
0154451	Aramark Uniform Services	77.72
0154634	Aramark Uniform Services	77.72
0154953	Aramark Uniform Services	77.72
0154245	Prudential Overall Supply Co	77.49
0155013	Prudential Overall Supply Co	77.49
0154357	Main Electric Supply Co	76.72
0154853	Dianne Masri	76.10
0154664	Federal Express Corp	75.87
0155031	USA Mobility Wireless Inc	75.62
0154252	Vincent Rodriguez	75.00
0154816	Constellation NewEnergy Inc	74.80
0154715	Reginald Rodriguez	73.44
0154742	Turf Star Inc	73.34
0154464	AT & T	72.96
0155037	Wards Natural Science	71.22
0154513	Hub Auto Supply	71.07
0154348	Hub Auto Supply	70.55
0154305	Amazon.com	70.40
0154699	Oce' Imagistics Inc	69.99
0155126	Verizon California	69.57
0154561	Security Signal Devices	68.00
0154955	Battery Systems Inc	67.82

0155055	AT & T	67.78
0155060	AT & T	67.52
0154793	Baker & Taylor	67.41
0154313	Baker & Taylor	67.02
0155059	AT & T	66.23
0154183	FishMax.Com LLC	65.00
0154369	Paragon Industries	65.00
0154865	Orkin Commercial Services	65.00
0154316	Candace Brenner	63.25
0154292	Stater Bros Markets	62.65
0154912	Wards Natural Science	62.43
0154584	Donna Waldfogel	62.17
0154380	Reginald Rodriguez	61.20
0154636	AT & T	60.28
0154753	Wards Natural Science	57.86
0154505	Glenn's Alignment & Brake Service	57.05
0155175	Wards Natural Science	56.53
0154401	US Foodservice	55.53
0154662	Emergency Lifeline Corp	55.27
0154146	Battery Systems Inc	54.38
0154801	Calif Tool Welding Supply	53.83
0154452	Cristina Arellano	52.53
0154193	Minnie Higgins	52.18
0155027	Staples Advantage	51.22
0154216	Linda Nakauchi	50.86
0154670	GWC Petty Cash	50.13
0154273	Michael Taylor	50.00
0154388	Smog & Gas of Costa Mesa	50.00
0154883	Smog & Gas of Costa Mesa	50.00
0155024	Smog & Gas of Costa Mesa	50.00
0154832	GWC Food Services	48.98
0154143	Cheryl Babler	48.56
0154381	Patricia Russell	48.45
0154189	GWC Student Health Center	48.00
0155117	Amy Thach	46.92
0154465	AT & T	44.95
0154455	AT & T	44.80
0155125	USA Mobility Wireless Inc	44.78
0154171	Deanna Despot	44.55
0154361	Vu Nguyen	44.24
0154337	Eversoft	44.17
0154574	The Gas Co	43.12
0154499	Fry's Electronics	42.38
0154787	AT & T	41.94
0154788	AT & T	41.94
0154487	City of Newport Beach	41.25
0154392	Stater Bros Markets	40.49

0154759	Xerox Corp	40.30
0154402	Verizon California	40.15
0154218	Nat'l College Testing Assn	40.00
0154822	ETA/Cuisenaire	39.78
0155085	Kelly Paper	39.45
0154521	Phuonganh Le	38.04
0154180	Ewing Irrigation Products Inc	36.21
0154151	Calif Tool Welding Supply	36.20
0154407	Wards Natural Science	35.60
0155098	Pitney Bowes Presort Services Inc	35.14
0154869	Rita Powell	35.00
0154286	Wards Natural Science	32.99
0154740	Time Warner Cable	32.16
0154780	Vision Service Plan	31.45
0154807	CDWG	31.23
0154460	AT & T	30.53
0154711	Prudential Overall Supply Co	30.14
0155017	Prudential Overall Supply Co	30.14
0154215	Mutual Liquid Gas & Equipment	30.00
0154219	Linda Newman	30.00
0154463	AT & T	29.84
0154580	USA Mobility Wireless Inc	29.51
0155067	Heather Coddling	29.07
0154752	Wards Natural Science	28.51
0154467	AT & T	28.09
0154817	Crown Ace Hardware	26.05
0155169	Sigma-Aldrich Inc	24.97
0154334	Dunn Edwards Corp	24.75
0154327	Consolidated Office Systems	24.31
0155110	SoCal Office Technologies Inc	24.31
0154134	Amazon.com	22.95
0154653	City of Huntington Beach	22.74
0155069	Crown Ace Hardware	21.70
0155170	Smardan Supply Co-Orange Coast	21.40
0154965	FRS Spectra Inc	21.03
0155086	Konica Minolta Business Solutions Inc	21.00
0154246	Prudential Overall Supply Co	20.76
0154247	Prudential Overall Supply Co	20.76
0154712	Prudential Overall Supply Co	20.76
0155164	Prudential Overall Supply Co	20.76
0154301	Aardvark Clay Supply	20.29
0154406	Wards Natural Science	20.19
0154242	Prudential Overall Supply Co	19.48
0154549	Prudential Overall Supply Co	19.48
0154709	Prudential Overall Supply Co	19.48
0154872	Prudential Overall Supply Co	19.48

0155162	Prudential Overall Supply Co	19.48
0154243	Prudential Overall Supply Co	19.11
0154548	Prudential Overall Supply Co	19.11
0154710	Prudential Overall Supply Co	19.11
0154873	Prudential Overall Supply Co	19.11
0155161	Prudential Overall Supply Co	19.11
0154920	Tracy Young	17.03
0154743	Tustin Awards Inc	16.54
0155147	Graybar Electric	16.53
0154244	Prudential Overall Supply Co	16.28
0154550	Prudential Overall Supply Co	16.28
0154708	Prudential Overall Supply Co	16.28
0154871	Prudential Overall Supply Co	16.28
0155163	Prudential Overall Supply Co	16.28
0154275	The Gas Co	15.38
0154222	Christina Nguyen	15.00
0154310	AT & T	13.46
0154498	Ford Electronics Inc	13.05
0154324	City of Newport Beach	12.50
0154704	Pitney Bowes Presort Services Inc	12.43
0154386	Smardan Supply Co-Orange Coast	11.86
0154847	Frederick Lockwood	11.51
0154459	AT & T	11.34
0154638	AT & T	11.03
0154789	AT & T	11.03
0154176	Corine Doughty	11.00
0154844	Phuonganh Le	10.84
0154263	Sims-Orange Welding Supply Inc	10.45
0155022	Smardan Supply Co-Orange Coast	10.37
0154353	Kelly Equipment	10.26
0154367	Terry Otto	10.16
0154318	Scott Brown	10.00
0154366	Gino Oste	10.00
0154370	Tuan Pham	10.00
0154383	Mike Shea	10.00
0154509	Alexander Harris III	10.00
0154524	Jonathan Lund	10.00
0155058	AT & T	9.24
0154849	Rachelle Lopez	8.98
0154900	Karen Tran	8.98
0154848	Frederick Lockwood	8.24
0154181	Federal Express Corp	7.63
0154339	Federal Express Corp	7.36
0154630	Alan's Lawnmower & Garden Ctr Inc	2.39
0155050	Aircraft Spruce & Specialty Co	2.38

Total**\$ 5,079,191.68**

22. Check List for General Obligation Bond Fund

Subject **22.01 District**
Meeting May 4, 2011 - Regular Meeting
Category 22. Check List for General Obligation Bond Fund
Access Public
Type Consent

File Attachments

[CheckApprovalBond.pdf \(55 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT	PROJECT
0154764	GE Medical Systems Ultrasound & Primary Care OCC Bldg CHS and Lab Sciences	378,072.80	420207
0154620	RVH Constructors Inc OCC Bldg CHS & Lab Sciences Bid 1965	129,600.00	420207
0154621	SCS Flooring Systems OCC Bldg CHS & Lab Sciences Bid 1965	126,023.00	420207
0154596	Continental Plumbing Inc CCC Land Development Bid 1977	118,226.00	420894
0154926	Brian DeVries Construction Inc OCC Bldg CHS & Lab Sciences Bid 1965	96,822.00	420207
0154624	Snowden Electric Co Inc CCC Land Development Bid 1977	83,115.00	420894
0154591	Bergelectric Corp OCC Bldg CHS & Lab Sciences Bid 1965	82,868.00	420207
0154603	DMA Greencare Contracting Inc OCC Bldg CHS & Lab Sciences Bid 1965	81,808.00	420207
0154589	Anderson Charnesky Structural Steel Inc OCC Bldg CHS & Lab Sciences Bid 1965	78,660.00	420207
0154599	CW Driver CCC Land Development	74,386.00	420894
0154429	Exemplis Corp OCC Bldg CHS and Lab Sciences	59,802.78	420207
0154614	Liberty Climate Control OCC Student Center Bid 1975	58,894.00	420249
0154605	EDGE Development Inc OCC Student Center Bid 1975	54,935.00	420249
0155193	Wards Natural Science OCC Bldg CHS and Lab Sciences	42,723.78	420207
0154921	Alpha Mechanical Heating & Air Cond OCC Bldg CHS & Lab Sciences Bid 1965	40,776.21	420207
0154604	Dougherty & Dougherty Architects LLP OCC Classroom Refurbishment Project	39,445.27	420279
0155132	B & P Services Inc OCC Energy Efficiency Upgrade	34,320.00	420292
0155181	GCI Construction Inc OCC Bldg CHS and Lab Sciences	34,065.00	420207
0154600	Dennison Electric Inc OCC Student Center Bid 1975	33,912.00	420249
0154295	Fisher Scientific OCC Bldg CHS and Lab Sciences	33,114.30	420207
0154932	GE Medical Systems Ultrasound & Primary Care OCC Bldg CHS and Lab Sciences	33,081.38	420207

0154622	Sierra Lathing Co Inc OCC Student Center Bid 1975	32,979.00	420249
0154933	Henry Schein Inc OCC Bldg CHS and Lab Sciences	31,303.69	420207
0154436	Vector Resources Inc GWC Learning Resource Ctr	30,715.80	420356
0154612	ISEC OCC Bldg CHS & Lab Sciences Bid 1965	30,330.00	420207
0154615	LPA Inc CCC Land Development	28,987.16	420894
0154431	Landmark Site Contractors GWC Learning Resource Ctr Bid 1963	28,942.65	420356
0155180	Division of State Architect OCC Upgrd Auditorium Music Complex	28,728.61	420201
0154766	Industry Coatings OCC Bldg CHS & Lab Sciences Bid 1965	27,852.38	420207
0155189	MVE Institutional Inc OCC Upgrd Auditorium Music Complex	25,069.93	420201
0154924	Best Contracting Services Inc	23,067.83	420356
0155185	Keystone Engineering Solutions Inc	22,492.40	420207
0154771	TYR Inc	22,052.00	420356
0154619	Richard & Richard Construction Co Inc	21,791.00	420207
0154770	Sasco	20,238.00	420207
0154592	Best Contracting Services Inc	20,215.00	420207
0154297	Mikron Instruments	19,729.81	420207
0154598	Crew Inc	18,802.00	420894
0154298	TYR Inc	18,750.00	420356
0154293	Dell Higher Education	15,394.22	420207
0154430	Irvine Pipe & Supply	15,331.72	420292
0155136	State Board of Equalization	14,759.00	420207
0155135	El Camino Asphalt Paving Corp	14,450.00	420283
0155047	Workplace Resource	13,803.99	420207
0154618	Painting and Decor LTD	13,529.00	420249
0154928	CC Commercial Cleaning	13,437.00	420207
0154597	Continental Plumbing Inc	13,136.00	420894
0155183	GovConnection Inc	12,660.48	420207
0155182	Geneva Scientific LLC	12,217.50	420207
0154922	Alpha Mechanical Heating & Air Conditioning	11,903.00	420207
0154296	GCI Construction Inc	11,504.00	420249
0154927	Brian DeVries Construction Inc	10,758.00	420207
0154608	Gamma Builders Inc	10,709.00	420249
0154923	Anderson Charnesky Structural Steel Inc	8,740.00	420207
0155188	MS Rouse Co	7,575.00	420207
0154613	J Colavin & Son Inc	7,200.00	420249
0154611	Interpipe Contracting Inc	6,838.00	420207
0155191	ResMed Corp	6,521.74	420207
0154616	Mitsubishi Electric & Electronics USA Inc	6,323.00	420207

0154625	Willdan Geotechnical	6,312.50	420894
0154602	Digital Networks Group Inc	6,284.76	420207
0154930	EDGE Development Inc	6,104.00	420249
0154433	Olympus America Inc	5,756.88	420207
0154606	Elljay Acoustics Inc	5,573.00	420207
0155179	Division of State Architect	5,451.10	420201
0154609	Heinaman Contract Glazing Inc	4,768.00	420207
0154769	Native Electrical Construction Inc	4,500.00	420207
0155046	Willdan Geotechnical	4,350.00	420894
0155190	OC Treasurer-Tax Collector	4,000.98	420894
0154601	Dennison Electric Inc	3,768.00	420249
0155186	Lowe's HIW Inc	3,759.75	420207
0154623	Sierra Lathing Co Inc	3,664.00	420249
0154761	Bio-Rad Laboratories Inc	3,530.81	420207
0154934	ISEC	3,370.00	420207
0155045	UCMI Inc	3,000.00	420894
0154762	Cone Instruments LLC	2,661.70	420207
0154416	C2 Reprographics	2,642.21	420894
0155133	Carolina Biological Supply	2,554.54	420207
0155187	Micro-Optics Precision Instruments Inc	2,450.00	420207
0154925	Best Contracting Services Inc	2,247.00	420207
0154765	Industry Coatings	2,096.62	420207
0154294	Discount School Supply	1,897.61	420207
0154590	AWS Consultants Inc	1,568.00	420894
0154434	Saddleback Materials Co Inc	1,351.22	420249
0154935	Sign-Mart	1,342.27	420207
0155184	Honeywell Int'l Inc	1,275.50	420207
0154595	C2 Reprographics	1,263.02	420894
0154929	Cuyamaca Const Inc	1,153.00	420249
0155192	Sehi Computer Products Inc	1,050.53	420207
0155134	Dell Higher Education	1,026.26	420207
0154763	Edward Don & Co	900.43	420207
0154432	ModSpace	761.26	420399
0154768	ModSpace	761.26	420399
0154413	C2 Reprographics	571.86	420894
0154419	C2 Reprographics	561.43	420894
0154617	Pacific Blue Micro	520.69	420207
0154420	C2 Reprographics	488.14	420894
0154299	Unisource Worldwide Inc	448.59	420207
0155131	Allentown Inc	391.60	420207
0154594	C2 Reprographics	303.79	420894
0154760	Apple Computer Inc	300.81	420207
0154421	C2 Reprographics	223.37	420894
0154418	C2 Reprographics	207.84	420894
0154435	Tri-Anim Health Services	105.60	420207
0154767	MCM	95.30	420207
0154417	C2 Reprographics	81.35	420894

0154931	Edward Don & Co	76.54	420207
0154422	C2 Reprographics	65.25	420894
0154423	C2 Reprographics	65.25	420894
0154424	C2 Reprographics	65.25	420894
0154425	C2 Reprographics	65.25	420894
0154426	C2 Reprographics	65.25	420894
0154427	C2 Reprographics	65.25	420894
0154428	C2 Reprographics	65.25	420894
0154414	C2 Reprographics	46.11	420894
0154415	C2 Reprographics	36.87	420894

Total**\$ 2,501,601.28**

23. Authorization for Special Payments

Subject	23.01 OCC - Special Payments
Meeting	May 4, 2011 - Regular Meeting
Category	23. Authorization for Special Payments
Access	Public
Type	Consent

Payment of \$915.00 payable to American Dental Association, Chicago, IL for the 2011-2012 Annual Accreditation Fees. This is required under the accreditation guidelines for the Registered Dental Assisting Program.

ACTION ITEMS

(Green Pages)

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

24. Approval of Agreements

Subject	24.01 GWC - Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District for Conducting Online Career Certificate Programs
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approve Non-Standard Agreement between Career Step, LLC and the Coast Community College District for Conducting Online Career Certificate Programs

- 1. Background Information:** Career Step's mission is to develop, maintain, and expand Student Services and Graduate Support so that every single participant who enrolls in the Career Step training program can achieve their educational goals and find success from enrollment through transition to employment. A survey conducted in March 2008 of more than 1500 Career Step graduates shows that more than 85% are currently employed.
- 2. Goal/Purpose:** To offer online career programs that will lead to employment opportunities for participants.
- 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 Career Step, LLC and the Coast Community College District for conducting Online Career Certificate Programs, from April 7, 2011 through June 16, 2013. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Career Step Agreement, Attachment # 6)
- 5. Fiscal Impact:** GWC Community Services to remit to Career Step, LLC the program fees as set forth in each applicable Annex for each participant enrolled. Fees to be paid from Community Services funds.

File Attachments
Career Step Agreement 2011.pdf (291 KB)

Subject	24.02 CCC - Approve Agreement between Commanding Officer, Navy Submarine Base, Kings Bay, Georgia and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy.
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approve Agreement between Commanding Officer, Navy Submarine Base, Kings Bay, Georgia and the Coast Community College District to Provide Educational Support Services to Personnel of the United States Navy.

1. Background: To better serve its military population, Coastline provides on-site outreach and educational support services to active duty personnel, reservists, eligible retired military personnel, the Department of Defense employees, and civilians at several military bases throughout the United States and overseas. Site Representatives participate in outreach activities on base and assist students with the admissions, registration, and informal evaluations processes. These Site Representatives are sensitive to the unique challenges facing active-duty service members and are an integral part of the support network of staff that assists our military community. The Agreement to provide academic assistance at Navy Submarine Base, Kings Bay, Georgia is an opportunity for Coastline to expand its military services and provide a valuable service to base personnel. The Agreement outlines the responsibilities of Coastline in providing these services.

2. Goal/Purpose: Provide a service to the military community at Navy Submarine Base, Kings Bay, Georgia; Generate revenue for the College; Increase enrollment in Coastline's military programs.

Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the Commanding Officer, Navy Submarine Base, Kings Bay, Georgia and the Coast Community College District to provide on-site educational support services to eligible personnel at Navy Submarine Base, Kings Bay, Georgia. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See NSB Kings Bay Attachment # 7)

5. Fiscal Review and Impact: No cost to District.

File Attachments

[NSB Kings Bay.pdf \(86 KB\)](#)

Subject	24.03 CCC - Approve an Addendum to the Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit.
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approve an Addendum to the Lease Agreement between Mobile Modular Management Corporation and the Coast Community College District to Lease a Commercial Coach Modular Unit.

1. Background: This modular office will provide administrative space to coordinate Special Education classes in Developmental Disabilities and the Acquired Brain Injury programs.

2. Goal/Purpose: Extends the term of the Agreement and provides additional administrative space.

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 Addendum Agreement with Mobile Modular Management Corporation and the Coast Community College District for the lease of one 48x60 HCD (NonStd) Commercial Coach Modular Unit, to be located at the Costa Mesa Center (Special Programs), 2990 Mesa Verde Drive East, Costa Mesa, CA. Term of the Agreement is for 12 months beginning July 1, 2011 and ending June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. Original Board Approval: June 16, 2010. (See Mobile Modular Attachment # 8)

5. Fiscal Impact: Monthly rent is \$1,599. Funding Source: General fund.

File Attachments

[Mobile Modular.pdf \(845 KB\)](#)

Subject **24.04 CCC - Approve Agreement between The Westin South Coast Plaza Hotel and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Planning Meeting.**

Meeting May 4, 2011 - Regular Meeting

Category 24. Approval of Agreements

Access Public

Type Action

Approve Agreement between The Westin South Coast Plaza Hotel and the Coast Community College District for the Location of the Business Education Statewide Advisory Committee (BESAC) Planning Meeting.

1. Background: The Business Education Statewide Advisory Committee (BESAC) receives funding through an Agreement between the State Chancellor's Office and the Coast Community College District to develop activities and provide recommendations that serve to enhance the relevance of Career and Technical Education instruction in new and emerging occupations, which demonstrates high growth and high wage potential. In order to meet these objectives, the Business Education Statewide Advisory Committee, under the recommendation of the State Chancellor's office, will meet May 6-7, 2011, during a two-day, hands-on planning meeting to define the 2011-12 objectives and activities, and develop a strategic five-year plan at The Westin South Coast Plaza Hotel in Costa Mesa.

2. Goal/Purpose: Identify objectives and activities for 2011-12; Create an action and implementation plan; Develop a five-year strategic plan that addresses the following three goals: Goal I – Strengthen BESAC's Organizational Capacity and Strategic Alliances; Goal II – Promote Membership Growth and Engagement; Goal III – Promote Student Completion Rates in Business and Computer Information Systems Education Statewide.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Westin South Coast Plaza Hotel and the Coast Community College District for the location of the Business Education Statewide Advisory Committee (BESAC) planning meeting. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See The Westin South Coast Plaza Attachment # 9)

5. Fiscal Review and Impact: \$4,338 to be paid from the Business Education Statewide Advisory Committee (BESAC) agreement, Business Education Committee Foundation Funds, and Business Industry Collaborative (BIC) Grant funds.

File Attachments

[Westin South Coast Plaza.pdf \(97 KB\)](#)

Subject	24.05 CCC - Approve Addendum to the Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 14, 2011, Graduation Ceremony.
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approve Addendum to the Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 14, 2011, Graduation Ceremony.

1. Background: Coastline Community College does not have a location large enough to hold its graduation ceremony. After considering cost, location and capacity it was decided that the Don Wash Memorial Auditorium, Garden Grove Unified School District, would provide adequate space for the ceremony as well as be a cost-effective venue.

2. Goal/Purpose: To commend our graduating students and celebrate their achievements.

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 Addendum to the Agreement between the Garden Grove Unified School District and the Coast Community College District for the function space for its graduation ceremony. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See GGUSD Facilities Use Addendum Attachment # 10) (Prior Board Approval on 4/6/11 contingent upon this Addendum.)

5. Fiscal Review and Impact: \$5,000.

File Attachments

[GGUSD Facilities Use Addendum.PDF \(783 KB\)](#)

Subject	24.06 OCC - Approve a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for reciprocal use of Parking Lots and the use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 25th, 2011.
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approve a Non-Standard Agreement between the Coast Community College District (Orange Coast College) and the 32nd District Agricultural Association for reciprocal use of Parking Lots and the use of the Pacific Amphitheatre for the Orange Coast College Commencement on May 25th, 2011.

Goal/Purpose: To allow use of the Orange County Fairground parking lots as overflow parking for the campus and Pacific Amphitheater for the 2011 Commencement ceremony on May 25, 2011.

Comments: Reviewed by Risk Services and General Counsel

Recommendation Statement: After review by the college President and the District General Counsel, it is recommended by the Chancellor that the Board approve to enter an interagency agreement with the 32nd District Agricultural Association for the use of the Pacific Amphitheatre for the annual Orange Coast College Commencement. The set-up and event dates May 23, 24, 2011. This agreement also covers the use of the Fairgrounds Parking Lot "E" on the corner of Fairview and Arlington by Orange Coast College and the use of Parking Lots A,B,C,D, & E at Orange Coast College by the 32nd District Agricultural Association for overflow parking during specified year round events: April 16, 17, May 14, 15, 21, 22, 28, 29, June 24-27 and July 15 through August 14 for the Annual Fair. The term of this agreement is for the 2011 calendar year. (See Attachment # 11)

Fiscal Impact: None

File Attachments

[GraduationFairContracttoBoard2011.pdf \(213 KB\)](#)

Subject	24.07 CCC - Approve Agreement between Insight Media, Inc. and the Coast Community College District for the Right to Distribute Programs Produced by Coast Learning Systems.
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approve Agreement between Insight Media, Inc. and the Coast Community College District for the Right to Distribute Programs Produced by Coast Learning Systems.

1. Background: Insight Media, Inc. and Coast Learning Systems have had a successful partnership increasing the audiovisual sales revenue of Coast Learning Systems’ DVDs for educational institutions. Insight Media’s distribution rights are limited to the United States of America.

2. Goal/Purpose: To grant Insight Media, Inc. limited, non-exclusive rights to resell the programs listed on Schedule A – N of the Agreement to educational institutions in the United States of America based on the terms of the Agreement.

3. Comments (if any): None

4. Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between Insight Media, Inc. and the Coast Community College District for distribution rights of video lessons distributed on DVD. The Agreement outlines the responsibilities of both partners and all of the programs for distribution. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Insight Media Attachment # 12)

5. Fiscal Review and Impact: Projected revenue unknown, dependent on sales.

File Attachments

[InsightMedia.pdf \(130 KB\)](#)

Subject	24.08 DIS - Approval of Employment Agreement, Interim Associate Dean, Student Services, OCC
Meeting	May 4, 2011 - Regular Meeting
Category	24. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement, Interim Associate Dean, Student Services, OCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Madjid Niroumand, OCC, to serve as Interim Associate Dean, Student Services, effective July 1, 2011 through June 30, 2012. Compensation to be \$9,339.67 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees (See Attachment #13)

File Attachments

[Niroumand Agreement - May 4 2011.pdf \(35 KB\)](#)

Subject **24.09 CCC - Approve Agreement between Terremark North America, Inc. and the Coast Community College District to Provide Flexible Cloud Computing and Reliable Infrastructure Enabling Critical Systems Availability 24/7.**

Meeting May 4, 2011 - Regular Meeting

Category 24. Approval of Agreements

Access Public

Type Action

Approve Agreement between Terremark North America, Inc. and the Coast Community College District to Provide Flexible Cloud Computing and Reliable Infrastructure Enabling Critical Systems Availability 24/7.

1. Background: Coastline Community College has a range of critical technical systems that need to be available 24 hours a day, 7 days a week in order to meet contractual agreements with the military and other institutions. The Learning Management System, Seaport, is one of the key critical systems that provide online instruction to our students. Coastline requires an environment that provides flexibility to increase computing power as required by the demand. The needed infrastructure is currently not available in the present environment.
2. Goal/Purpose: Coastline is looking to exploit the economics of cloud computing with a reliable infrastructure and service level agreements in a Statement on Auditing Standards (SAS70) audited environment. Terremark North America, Inc. can provide the cloud computing services required with bursting capability and an ability to increase computing power as required by demand.
3. Comments (if any): The General Counsel had concerns over two words under Liability Limitation "Consequential" and "Gross Negligence". Administration had carefully considered the risks/liability against other factors and still recommends the contract for approval.
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 Terremark North America, Inc. and the Coast Community College District to provide Coastline with flexible cloud computing and reliable infrastructure that will enable it to have critical systems available 24/7. The Agreement is effective May 5, 2011 through May 4, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Terremark Final/NDA Attachment # 14)
5. Fiscal Review and Impact: Expense amount of \$50,820, with an additional \$1,800 one-time setup fee to be paid from General fund.

File Attachments

[Terremark FINAL.PDF \(106 KB\)](#)

[Terramark NDA.pdf \(39 KB\)](#)

Subject 24.10 DIS - Approve Standard Agreement Between the International Student Dual Admission (SDA) Program University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an ISDA University Partner

Meeting May 4, 2011 - Regular Meeting

Category 24. Approval of Agreements

Access Public

Type

File Attachments

[ISDA Agreement.pdf \(20 KB\)](#)

Approve Standard Agreement between the International Student Dual Admission (ISDA) Program University Partner and the Coast Community College District to Increase International Student Enrollment and Provide Seamless Transfer for ISDA Students from a Coast College to an ISDA University Partner

1. **Background:** Coast Community College District, in cooperation with U.S. College Compass, Inc., is committed to global education and has instituted a program for international students—the International Student Dual Admission (ISDA) Program. With comprehensive planning over the past year, the District has formed partnerships with a number of four-year universities throughout the United States that will permit students to complete their first two years of college work at one of the Coast Colleges, and then seamlessly transfer to one of the universities in this program. This agreement has been developed in conjunction with these universities allowing for dual admission. The ISDA Program is coordinated through the District office with the International Student Program directors at the three Coast Colleges. The first group of participating universities are:

Institution	City	State
Brandman University	Irvine	CA
Cal State University, Fullerton	Fullerton	CA
Cal State University, Long Beach	Long Beach	CA
Chapman University	Orange	CA
Dillard University	New Orleans	LA
Drake University	Des Moines	IA
Montclair State University	Upper Montclair	NJ
Northern Michigan University	Marquette	MI
University of South Florida	Tampa	FL
University of Texas at El Paso	El Paso	TX

2. **Goal/Purpose:** This program will draw international students to the Coast Colleges. This will permit international students to experience the American culture and educational system. At the same time it will enable our indigenous students to experience students from other countries and cultures. In addition, it will provide income to the district.
3. **Comments** (if any): None.
4. **Recommendation Statement:** After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Standard Agreement

between the International Student Dual Admission Program University Partner and the Coast Community College District to increase international student enrollment and provide seamless transfer for ISDA students from a Coast College to an ISDA University Partner. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See attachment #)

5. **Fiscal Review and Impact:** The annual income to the district from ISDA students will be \$4,296.00 per student in this program based on 12 units of academic load.

Subject **24.11 DIS - Approve Agreement between US/China Entrepreneurs Exchange Association (US/CEEA) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students**

Meeting May 4, 2011 - Regular Meeting

Category 24. Approval of Agreements

Access Public

Type Action

Approve Agreement between US/China Entrepreneurs Exchange Association (US/CEEA) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students

Background: Coast Community College District (CCCD) is partnering with international universities on a number of programs in increasing international students and educational exchanges. US/CEEA will assist CCCD in liaison, coordination, recruitment, and student support services for those programs. CCCD is committed to global education and has implemented a partnership with US/China Entrepreneurs Exchange Association (US/CEEA) in order to increase CCCD international student enrollment through recruitment.

Goal/Purpose: This program will draw international students to the Coast Colleges. US/CEEA's assistance will provide efficient and effective admission, transitions, and transfer of international students. This will permit international students to experience the American culture and educational system. At the same time it will enable our indigenous students to experience students from other countries and cultures. In addition, it will provide income to the district.

Comments (if any): None.

Recommendation Statement: After review by the Chancellor and General Counsel, it is recommended by the Chancellor that the Board authorize the Agreement between US/China Entrepreneurs Exchange Association and the Coast Community College District to recruit and increase CCCD enrollment for international student. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment # 26)

Fiscal Review and Impact: The annual income to the district from this partnership will be \$3,296.00 per enrolled student based on 12 units of academic load.

File Attachments

[US_CEEA_Agreement.pdf \(82 KB\)](#)

25. Buildings and Grounds Approvals

Subject	25.01 DIS - Authorization to File Notice of Completion
Meeting	May 4, 2011 - Regular Meeting
Category	25. Buildings and Grounds Approvals
Access	Public
Type	Action

Authorization to File Notice of Completion

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

CCC Newport Beach Learning Center, Phase I; Bid No. 1977

- Contractor: Castlerock Environmental, Inc.
Category A – Abatement/Demolition
- Contractor: Continental Plumbing, Inc.
Category B – Underground Utilities
- Contractor: Snowden Electric
Category D – Underground Electrical

CCC Newport Beach Learning Center, Increment 1; Bid No. 1986

- Contractor: Crew, Inc.
Category C – Earthwork/Grading

Subject	25.02 DIS - Approve Change Order No. 4; Orange Coast College ABC Building Site Preparation; Bid No. 1961
Meeting	May 4, 2011 - Regular Meeting
Category	25. Buildings and Grounds Approvals
Access	Public
Type	Action

Approve Change Order No. 4; Orange Coast College ABC Building Site Preparation; Bid No. 1961

1. Background

As planned, the Orange Coast College ABC Building was opened for occupancy in January 2011. This change order will close the underground utilities contract and attain final close-out of the site preparation bid, Bid No. 1961.

All remaining open contracts, for the ABC project, were awarded under Bid No. 1965. Negotiations to close-out these trades are ongoing and change orders will be presented to the Board as they are finalized.

2. Goal/Purpose

Project completion and close-out.

3. Comments

None

4. Recommendation Statement

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 4 to Orange Coast College ABC Building Site Preparation; Bid No. 1961 as described in the Change Order document attached to each Trustee's agenda. It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the Change Order and any related documents.

Interpipe Contracting, Inc. – Category B – Underground Utilities

1. Reroute existing storm drain at Lewis Hall
2. Provide additional drainage at Tot-Lot
3. Provide slurry at shallow utilities

Final Closeout Total	\$7,057.00
----------------------	------------

Contract Amount: \$349,336 (C.O. 1: 4.44% Increase; C.O. 4: 2.02% Increase)
Total Change Orders: \$22,564 (6.46% Increase)

Fiscal Impact: \$7,057

(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 #16)

Attachments

[Bid1961CO4pdf.pdf \(27 KB\)](#)

Subject **25.03 DIS - Approve Change Order No. 4; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No.; 1965**

Meeting May 4, 2011 - Regular Meeting

Category 25. Buildings and Grounds Approvals

Access Public

Type Action

Approve Change Order No. 4; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid No. 1965

1. Background:

As planned, Orange Coast College took occupancy of the ABC project in January 2011. This change order will close-out eight (8) of the contracts awarded under Bid No. 1975.

Final negotiations are ongoing with eleven (11) contractors and additional close-out change orders will be presented at upcoming board meetings

2. Goal/Purpose:

Project completion and contract close-out.

3. Comments:

None

4. Recommendation Statement:

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 4 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

Final Contract Closeout:	
Final negotiated contract settlement	\$227,408.00

Contract Amount: \$3,302,233.00 (C.O. 2: 1.34% Increase;
C.O. 4: 6.89% Increase)
Total Change Orders: \$271,835.00 (8.23% Increase)

Industrial Masonry Inc. – Category D – Masonry

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 26,500.00>

Contract Amount: \$588,400.00 (C.O. 4: 4.50% Decrease)

Total Change Orders: <\$26,500.00> (4.50% Decrease)

Best Contracting Services, Inc. – Category G – Roofing/Waterproofing

Final Contract Closeout:

Added roofing system at roof A & B enclosures; roof repairs \$ 13,207.00

Contract Amount: \$354,453.00 (C.O. 4: 3.73% Increase)

Total Change Orders: \$13,207.00 (3.73% Increase)

Best Contracting Services, Inc. – Category H – Sheet Metal

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 48,840.00>

Contract Amount: \$310,000.00 (C.O. 4: 15.75% Decrease)

Total Change Orders: <\$48,840.00> (15.75% Decrease)

Precision Floor Covering, Inc. – Category K – Ceramic Tile

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 21,000.00>

Contract Amount: \$156,245.16 (C.O. 4: 13.44% Decrease)

Total Change Orders: <\$21,000.00> (13.44% Decrease)

SCS Flooring Systems, Inc. - Category M – Flooring

Final Contract Closeout:

Additional required moisture control on concrete slabs \$ 10,705.00

Contract Amount: \$620,000.00 (C.O. 4: 1.73% Increase)

Total Change Orders: \$10,705.00 (1.73% Decrease)

Mitsubishi Electric & Electronics USA Inc. – Category P – Elevators

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 23,977.00>

Contract Amount: \$480,000.00 (C.O. 4: 5.00% Decrease)

Total Change Orders: <\$23,977.00> (5.00% Decrease)

Wusco Fire Protection Inc. - Category Q – Fire Protection

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 8,075.00>

Contract Amount: \$372,477.00 (C.O. 3: 9.24% Increase;
C.O. 4: 2.17% Decrease)

Total Change Orders: \$26,351.00 (7.07% Increase)

Fiscal Impact: \$122,928.00 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

(See Attachment #17)

File Attachments

[Bid1965CO4.pdf \(213 KB\)](#)

Meeting	May 4, 2011 - Regular Meeting
Category	25. Buildings and Grounds Approvals
Access	Public
Type	Action

OCC Upgrade Student Services
OCC Student Center

(See Attachment # 18)

File Attachments

[Bid1975CO3.pdf \(26 KB\)](#)

Subject 25.05 DIS - Approve Change Order No. 2; Orange Coast College Student Center Renovation; Bid No.; 1982

Meeting May 4, 2011 - Regular Meeting

Category 25. Buildings and Grounds Approvals

Access Public

Type Action

Approve Change Order No. 2; Orange Coast College Student Center Renovation; Bid No. 1982

File Attachments

[Bid1982CO2.pdf \(30 KB\)](#)

**Approve Change Order No. 2: Orange Coast College Student Center Renovation;
Bid No. 1982**

1. Background:

As planned the Orange Coast College Student Center Renovation project was completed in January 2011. This change order will close the one remaining construction contract awarded under Bid No. 1982. In conjunction with the finalization of Bid No. 1975 this will attain final close out for this project. The unused allowance/contingency funds for all contracts will result in a net credit to the District in the amount of \$225,367.

1. Goal/Purpose:

Project completion and contract close out.

2. Comments:

One of the two construction contracts awarded under this bid were approved for close out on 4/6/11 and resulted in a net credit to the District in the amount of \$21,949.

3. Recommendation Statement:

After review by the Vice President of Administrative Services and Assistant Director of Facilities Planning and Construction, it is recommended by the Chancellor that authorization be given for Change Order No. 2 to Orange Coast College Student Center Renovation; Bid no. 1982, 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.

Kamran and Company Inc. – Category M – Kitchen Equipment

Final Closeout – Unused Allowance <\$94,353.00>

Contract Amount: \$706,000.00 (C.O. 2: 13.36% Decrease)

Total Change Orders: <\$94,353.00> (13.36% Decrease)

Fiscal Impact: <\$94,353> (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

(See Attachment #19)

Subject 25.06 DIS - Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994

Meeting May 4, 2011 - Regular Meeting

Category 25. Buildings and Grounds Approvals

Access Public

Type Action

Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Phase II Rebid; Bid No. 1994

1. Background:

Eighteen (18) bids were previously awarded for construction of the Coastline Community College Newport Beach Learning Center. At that time, it was determined necessary to rebid three bid categories (site concrete/masonry, plumbing, and photovoltaic system). This recommendation reflects the results of these rebid categories.

2. Goal/Purpose:

Construction of the Newport Beach Learning Center in accordance with the Campus Master Plan and project master schedule.

3. Comments:

This recommendation does not include the photovoltaic system. Pending further cost/payback analysis and campus approval, award of the photovoltaic bid package may be recommended for future board action.

4. Recommendation Statement:

Notices were published on March 10 and March 17, 2011 in the newspaper as well as in four trade journals requesting bids.

Twenty-six (26) bid packages were delivered or picked up by prospective bidders.

Thirteen (13) bids were received for three (3) trade categories under this multiple prime project.

The bids were opened on April 21, 2011 for the Coastline Community College Newport Beach Learning Center; Phase II Rebid; Bid No. 1994.

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 H, and V as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

Base Bid

Category H – Site Concrete/Masonry

- | | |
|---|---------------|
| 1. Robert Clapper Construction Services, Inc. dba
R.C. Construction Services | \$ 790,000.00 |
|---|---------------|

2223 N. Locust Avenue, Rialto, CA 92377

2.	Jezowski & Markel Contractors, Inc., Orange, CA 92868	\$ 792,235.00
3.	Brian Devries Construction, Inc., Laguna Niguel, CA 92677	\$ 879,000.00
4.	Bravo Concrete Construction Services, Inc., Riverside, CA 92705	\$ 882,574.00
5.	Griffith Company, Santa Fe Springs, CA 90670	\$ 899,000.00
6.	Shaw & Sons, Inc., Costa Mesa, CA 92627	\$ 968,080.00
7.	T.B. Penick & Sons, Inc., San Diego, CA 92128	\$ 990,057.00

Category V – Plumbing

1.	PK Mechanical Systems, Inc. 21335 Bundy Canyon Road, Wildomar, CA 92595	\$1,284,000.00
2.	Don Brandel Plumbing, Inc., Paramount, CA 90723	\$1,539,000.00

Fiscal Impact: \$2,074,000

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

Subject **25.07 DIS - Bid Tabulations and Award of Contract: Orange Coast College Classroom Modernization Project; Bid No. 1995**

Meeting May 4, 2011 - Regular Meeting

Category 25. Buildings and Grounds Approvals

Access Public

Type Action

Bid Tabulations and Award of Contract: Orange Coast College Classroom Modernization Project; Bid No. 1995

1. Background:

This project includes the refurbishment of 10 interior-campus buildings, which comprise the Math, Science, and Business Education complexes. Modernization will include such items as flooring, wall coverings, acoustical ceilings, interior lighting, audio/visual, data/electrical and building signage. These buildings were originally constructed between 1950 and 1957. This project will allow the facilities to continue serving an instructional capacity pending future construction of the Interdisciplinary Complex.

2. Goal/Purpose:

Modernize/upgrade existing instructional facilities pending future master planned construction.

3. Comments:

This project is estimated to cost \$2,500,000 with construction to be completed between June 6, 2011 and August 14, 2011.

4. Recommendation Statement:

Notices were published on March 9 and March 16, 2011 in the newspaper as well as in four trade journals requesting bids. Ten (10) bid packages were delivered or picked up by prospective bidders. Five (5) bids were received.

The bids were opened on April 21, 2011 for the Orange Coast College Classroom Modernization Project; Bid No. 1995.

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 P.H. Hagopian Contractor, Inc. as the lowest qualified base bid of \$2,089,000 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>
1. Pacwest Corp., Burbank, CA 91504 (Withdrew Bid – Clerical Error)	\$1,907,000
2. P.H. Hagopian Contractor, Inc. 778 W. Town and Country Road, Orange, CA 92868	\$2,089,000
3. Sanders Construction Services, Inc., Lake Forest, CA 92630	\$2,549,000
4. K-Son Construction Inc., Canoga Park, CA 91303	\$2,600,000

5. Stronghold Engineering, Inc., Riverside, CA 92501 \$2,747,100

Fiscal Impact: \$2,089,000

(Measure C – General Obligation Bond Funds)
Master Plan Approved Project
OCC Upgrade Campus Classrooms
OCC Classroom Refurbishment Project
(OCC Classroom Modernization Project)

Subject	25.08 DIS - Approve Standard Professional Services Agreement with UCMI, Inc. for DSA Close-Out of Open Projects at Orange Coast, Golden West, and Coastline Colleges
Meeting	May 4, 2011 - Regular Meeting
Category	25. Buildings and Grounds Approvals
Access	Public
Type	Action

Approve Standard Professional Services Agreement with UCMI, Inc. for DSA Close-Out of Open Projects at Orange Coast, Golden West, and Coastline Colleges

1. Background:

The Division of State Architects (DSA) has accumulated thousands of public works projects, state-wide, that have been "closed without certification". This is largely a result of missing architectural and/or inspection documentation. DSA has recently put a significant emphasis on agencies to re-open these projects and pursue project certification. Subsequently, the State Chancellor's Office has advised Districts to do the same, in order to avoid potential delays in approval of future projects.

The CCCD Facilities and Planning department has been working diligently to re-open and certify our previously closed projects and have been successful in 45 of the 65 such projects. However, the remaining projects will require specialized expertise with regards to inspection and verification of as-built conditions.

2. Goal/Purpose

Close DSA projects with certification in order to avoid potential delays to future projects, as recommended by the State Chancellors Office.

3. Comments

UCMI has assisted in the closeout of 19 prior projects at Orange Coast College. Their knowledge of District processes, expertise in the DSA inspection requirements, and long-standing relationship with the Division of State Architects make them an ideal candidate to serve in this role. For future projects, the District's Standard Architectural Services Agreement has been revised to incorporate a requirement that Architects attain project certification prior to the release of their final contract payment.

4. Recommendation Statement

After review by Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ UCMI, Inc. for DSA Close-Out of Open Projects at Orange Coast, Golden West College and Coastline College pursuant to the Districts' Standard Professional Services Agreement.

Fee for close out services: \$41,600

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

Fiscal Impact: \$41,600 (District Capital Funds)
Master Plan Approved Project

(See Attachment #20)

File Attachments

[UCMI CloseOutProjects OCC GWC CCC.pdf \(49 KB\)](#)

Subject **25.09 DIS - Approve Addendum No. 2 for LPA, Inc.; Coastline Community College Newport Beach Learning Center**

Meeting May 4, 2011 - Regular Meeting

Category 25. Buildings and Grounds Approvals

Access Public

Type Action

Approve Addendum No. 2 for LPA, Inc.; Coastline Community College Newport Beach Learning Center

1. Background:

During the development phase of this project, the scope of this project increased from the originally proposed plan. This increase in scope resulted from the acquisition of an additional 0.5 acre adjacent parcel, incorporation of some of Coastline's remote locations (i.e. art gallery) into the new facility, and identification of programmatic needs and capacity for growth. As a result the building expanded from 55,000 to 66,000 square feet and the construction budget escalated by \$6,801,000.

2. Goal/Purpose

Design and construction of the Newport Beach Learning Center in accordance with the campus master plan.

3. Comments

This increased fee was anticipated and has been incorporated into the currently proposed project financing plan. Through negotiations with the District, LPA agreed to cap their fee based on \$27,501,000 in construction cost. The total value of currently awarded construction contracts is \$27,653,152.

4. Recommendation Statement

After review by the Coastline Community College Vice President of Administrative Services, Assistant Director of Facilities Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to accept Addendum No. 2 for additional architectural and engineering services for the Coastline Community College Newport Beach Learning Center.

The scope of services is to include the following:

1. Additional Architectural and Engineering Services	\$469,269.00
--	--------------

Increase in Construction cost x Architectural Fee
 (\$6,801,000 x 6.9%)

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

Fiscal Impact: \$469,269.00	(General Obligation Bond Fund/Measure C)
	Master Plan Approved Project
	CCC Newport Beach Learning Center

(See Attachment #21)

File Attachments

[CCC LearningCenter LPA Add2.pdf \(9 KB\)](#)

26. General Items of Business

Subject	26.01 Approval of Summer 2012 and 2013 Academic Calendars, 2012-2013 and 2013-2014 Academic Calendars, and 2012-2013 and 2013-2014 Administrative Holiday Schedules
Meeting	May 4, 2011 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

The Calendar Committee is a component of the District's Collective Bargaining Agreements, and has constituent representation from the two employee groups, college and District management.

With input from the committee, the Vice Chancellor of Human Resources and Coast Federation of Educators (CFE) have agreed upon the Calendars for the academic years 2012-2013 and 2013-2014, and the summer 2012-2013 Academic Calendars. All colleges have a 16-week calendar, winter inter-sessions, a summer session calendar, and an 18-week Special Programs and Services Calendar.

The Vice Chancellor of Human Resources and the Acting Chancellor are recommending that the Board of Trustees adopt the following Academic Calendars and Classified/Administrative Holiday Schedule for 2012-2013 and 2013-2014 as presented.

Calendar Committee and Vice Chancellor further recommend that the Board authorize local recognition activities for Cesar Chavez take place during the week immediately preceding Spring Break. That week was selected because of its proximity to the birthday of Cesar Chavez, and the ability to provide maximum exposure based on the numbers of students, faculty and staff who would still be on college campuses. (See Attachment # 22)

File Attachments

[ACADEMIC CALENDAR 2013-2014.pdf \(87 KB\)](#)

[ACADEMIC CALENDAR 2012-2013.pdf \(85 KB\)](#)

[Academic Calendar Summer 2012.pdf \(4 KB\)](#)

[Academic Calendar Summer 2013.pdf \(5 KB\)](#)

[Admin. Holiday Calendar 2012-2013.pdf \(27 KB\)](#)

[Admin. Holiday Calendar 2013-2014.pdf \(25 KB\)](#)

Admin Content

Nancy Hill

Subject	26.02 Vision 2020 District-Wide Facility Plan Presentation
Meeting	May 4, 2011 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

Vision 2020 District-Wide Facility Plan Presentation

Subject	26.03 DIS - Approval of Instructional Material Fees
Meeting	May 4, 2011 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

Material fee information was presented to and reviewed by the Board at the March 2, 2011 board meeting. It is now recommended by the College Curriculum Committee, with concurrence of the College President and the Chancellor, that the attached material fee revisions, deletions, and/or new fees be approved for inclusion in the curriculum.

A copy of the material fee request forms is on file in the Board Office.

File Attachments

[Material Fees.pdf \(10 KB\)](#)

Approval of Instructional Material Fees

A copy is available for viewing in the Board Office.

Golden West College

Effective Fall 2011

New Course with Fee:

Art G103 – History of Asian Art History	\$3.00
CS G167 – iPhone Programming with Objective C	\$8.00
CS G168 – iPhone Programming with Web	\$8.00
Cosmetology G021 – Cosmetology Level 1	\$1,579.00
Digital Media G115 – Sound Recording II	\$24.00

Revisions (Increase):	FROM	TO
Art G115 – Typography	\$20.00	\$30.00
Biology G210 – General Microbiology	\$13.00	\$14.00
Digital Media G112 – Sound Recording I	\$20.00	\$24.00
Digital Media G118 – Digital Audio Production	\$7.00	\$24.00

Orange Coast College

Effective Fall 2011

Revisions (Increase):	FROM	TO
DMAD 289AB – Portfolio Development	\$0.00	\$30.00

Subject	26.04 DIS - Appointment of Student Trustee for Fiscal Year 2011-12
Meeting	May 4, 2011 - Regular Meeting
Category	26. General Items of Business
Access	Public
Type	Action

The District Student Council Student Trustee Selection Committee convened on April 22, 2011 and interviewed two applicants for the 2011-12 Student Trustee. After conducting the interviews, the Selection Committee voted to nominate Joe Venegas of Orange Coast College as the Student Trustee for 2011-12.

After review by the Secretary of the Board, it is recommended by the Board Clerk that the Board of Trustees approve Joe Venegas as Student Trustee, effective June 1, 2011 through May 31, 2012.

Subject **26.05 DIS - Approval of Contractors for FY 2010 -2011 Pursuant to District's Standard Annual Agreement for Contractor Services**

Meeting May 4, 2011 - Regular Meeting

Category 26. 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.

World Restoration Inc.
938 W. Barkley Avenue #C
Orange CA 92868

Barkshire Laser Leveling Inc.
4007 Calle Mayo
San Clemente CA 92673

Mover Services Inc.
721 E. Cmpton Blvd.
Rancho Dominguez CA 90220

Rusty Nail Services
2165 W. Romneya Drive
Anaheim CA 92801

Admin Content
Jill Gonzales

27. Resolutions

Subject	27.01 Resolution #11-16 to Close County Funds
Meeting	May 4, 2011 - Regular Meeting
Category	27. Resolutions
Access	Public
Type	Consent

Resolution # 11-16 to Close County Funds (See Attachment # 23)

Subject	27.02 Resolution # 11-17 to Establish Member/Alternate Member of Retiree Health Benefit Program Trust
Meeting	May 4, 2011 - Regular Meeting
Category	27. Resolutions
Access	Public
Type	Consent

Resolution # 11-17 to Establish Member/Alternate Member of Retiree Health Benefit Program Trust (See Attachment # 24)

28. Policy Implementation

Subject	28.01 Approval of Consolidation of Student Trustee Selection Process and Board Policy BP 2105 Student Representative Selection Process
Meeting	May 4, 2011 - Regular Meeting
Category	28. Policy Implementation
Access	Public
Type	Action

Approval of Consolidation of Student Trustee Selection Process Administrative Procedure and Board Policy 2105 "Student Representative Selection Process"

In February 2009, the Board approved Board Policy 2105 Student Representative Selection Process Policy, and in February 2010 the Board approved the Student Trustee Selection Process Administrative Procedure.

After review by the Secretary of the Board of Trustees, it is recommended by the Board Clerk that the Board adopt the revised Board Policy 2105 to include the Administrative Procedure as it relates directly to the Selection Process. Addition of the Administrative Procedures to Board Policy 2105 is shown in **bold**. (Attachment # 25)

File Attachments

[BP 2105 Student Representative Selection Process revision.pdf \(17 KB\)](#)

Agenda Item Details

Meeting	May 04, 2011 - Regular Meeting
Category	29. Close of Meeting
Subject	29.01 - 29.05 Close of Meeting
Access	Public
Type	Action

Public Content**29.01 Recess to Closed Session**

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

29.01.02 Conference with Legal Negotiator (Pursuant to Government Code 54957.6)

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

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

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

29.02 Reconvene Regular Meeting**29.03 Report of Action in Closed Session (if any)****29.04 Public Comment (Items Not on Agenda)**

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

29.05 Adjournment

Administrative Content

**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
	March 16, 2011	Pending	To be determined	Report requested by Trustee Jim Moreno on ESL Courses offered at Orange Coast College. (Addition to Board Log pending vote by full Board of Trustees.)	Pending	P
	April 6, 2011	Pending	To be determined	Report requested by Trustee Jim Moreno on Disaster Preparedness. (Addition to Board Log pending vote by full Board of Trustees.)	Pending	P
1	April 6, 2011	Mary Hornbuckle	Chancellor	Provide a report on redistricting.	May 18, 2011	P
2	Feb 16, 2011	Lorraine Prinsky 2 nd Jim Moreno	Chancellor	Provide a report on efforts to increase student success in the Coast Community College District.	May 18, 2011	P
3	Feb 2, 2011	Mary Hornbuckle 2 nd Jim Moreno	Vice Chancellor, Human Resources	Provide a report concerning the appointment of Seth Daugherty as OCC Instruction Librarian.	May 4, 2011	P
4	Nov 17, 2010	Jim Moreno 2 nd Mary Hornbuckle	Chancellor	Refer Bullying Report to a Policy Task Force to provide a draft policy on Bullying at a future Board Meeting.	Pending	P
5	Nov 17, 2010	Lorraine Prinsky 2 nd Walt Howald	Chancellor	Request for a future update from November 2009 report on OCC Student Funding matters.	May 4, 2011	P
6	Aug 19, 2010	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
7	May 19, 2010	Jim Moreno; 2 nd Walt Howald	Chancellor/Vice Chancellor of Ed Services & Technology	Provide the Board with a comprehensive report to include a two-year and five-year plan of what the District's anticipated Information Technology needs are, or are projected to be.	May 4, 2011	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	July 16, 2008	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.	Ongoing	P
9	Sept 17, 2008	Jim Moreno; 2 nd Mary Hornbuckle	Chancellor	Provide status of diversity in the District. Strongly suggest to the extent possible that College Presidents and Human Resources ensure diverse committees in the hiring process. Request for a presentation on diversity in hiring be presented to the Board annually. Also include diversity and demographic breakdown of students at each campus and for all cities served by the District.	Spring 2011	P
10	Sept 17, 2008		Chancellor	Develop Vision 2020, a strategic plan for the District over the coming decade. Regular attention to it and updating as necessary are assumed.	May 4, 2011	P
11	Feb 2, 2011		District Foundation Directors	Provide an annual report on the Foundations.	February each year	P

RESOLUTION # 11-15

A Resolution of the Board of Trustees of the Coast Community College District Implementing Emergency Budget Measures in Recognition of Fiscal Uncertainty and Hardship

WHEREAS the State Legislature has failed to provide the resources necessary for our colleges to operate; and

WHEREAS there has been a breakdown in the Governor's budget negotiations; and

WHEREAS there has been an inability to bring major budget initiatives to the voters; and

WHEREAS a grave state of uncertainty faces the Coast Community College District's budget situation; and

WHEREAS with the exception of limited categorical flexibility, there has been no relief of mandated state regulations and requirements; and

WHEREAS the District already has engaged in organizational reductions by eliminating approximately more than 150 positions in the last and current academic years with reductions in class section; and

WHEREAS accreditation standards require colleges to demonstrate "sufficient capacity" to ensure institutional effectiveness and student success.

NOW, THEREFORE BE IT RESOLVED THAT the any General Fund personnel action to transfer, promote, or fill a position, on a temporary or permanent basis, will require justification to the Chancellor of the critical need and budgetary savings associated with the requested action, with the justification included on the Board Agenda; the justification must address each of the following categories: (1) budget allowance; (2) regulatory and statutory compliance; (3) accreditation standards, and (4) operational efficiencies and economies.

NOW, THEREFORE BE IT FURTHER RESOLVED THAT travel, including administratively-approved travel, is to be immediately curtailed, and that any and all travel authorizations must be approved by the Board. Travel requests from the General Fund will be restricted to activities directly related to conducting District business, accreditation, regulatory and statutory compliance, institutional operations, and academic and curricular needs which are critical. Out-of-State General Fund travel will require additional justification to the College Presidents and Chancellor for recommendation to the Board.

NOW, THEREFORE BE IT FURTHER RESOLVED THAT each college and the District shall continue the organizational review for the purpose of serving students first, programmatic consolidation, and operational efficiency, in both categorical and general fund services. The District and colleges will continue to aggressively seek alternative funding from grants and contracts to increase additional new revenues.

This Resolution will take effect immediately and will remain in effect until the adoption of the final Fiscal Year 2011-12 budget.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 4, 2011 this Resolution was adopted by the Board by a vote of

_____.

Aye:

No:

Abstain:

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

MEMORANDUM

Date: May 4, 2011

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

From: Andy Dunn 

Re: Third Quarter Report CCFS-311Q Ending March 31, 2011

The Third Quarter Report is attached for your review with the following notations:

- Projected income is 1.5% higher than last year. This includes growth funds and mandated cost reimbursements.
- Projected expenses are approximately the same as last year.
- The available reserve for contingency is \$13,500,000.

FTES are estimated at 35,186 for 2010/2011, which is 900 below 2009/2010. The District has earned \$4.2 million of growth funds based on the P-1 reports and there were no unfunded FTES.

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

AD/ms

Attachments

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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

CHANGE THE PERIOD

Fiscal Year: 2010-2011
Quarter Ended: (Q3) Mar 31, 2011

District: (830) COAST

Your Quarterly Data is Certified for this quarter.

Chief Business Officer

CBO Name: Andrew Dunn

CBO Phone: 714-438-4611

CBO Signature:

Date Signed: 4/21/11

Chief Executive Officer Name: Ding-Jo Currie

CEO Signature:

Date Signed: 4/21/11

Electronic Cert Date: 04/20/2011

District Contact Person

Name: Kim Allen

Title: Admin Director, Fiscal Affairs

Telephone: 714-438-4654

Fax: 714-438-4874

E-Mail: kallen@cccd.edu

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

Send questions to:
Christine Atalig (916)327-5772 atalig@ccccc.edu or Tracy Britten (916)323-6899 tbritten@ccccc.edu
© 2007 State of California. All Rights Reserved.

CALIFORNIA COMMUNITY COLLEGES CHANCELLOR'S OFFICE

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

CHANGE THE PERIOD

Fiscal Year: 2010-2011

Quarter Ended: (Q3) Mar 31, 2011

District: (930) COAST

Line	Description	As of June 30 for the fiscal year specified		
		Actual 2007-08	Actual 2008-09	Projected 2010-2011
I. Unrestricted General Fund Revenue, Expenditure and Fund Balance:				
A.	Revenues:			
A.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	190,014,290	190,567,016	186,702,880
A.2	Other Financing Sources (Object 8900)	2,448	3,075	17,461
A.3	Total Unrestricted Revenue (A.1 + A.2)	190,016,738	190,570,091	186,720,341
B.	Expenditures:			
B.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	188,498,979	191,053,827	185,988,908
B.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	6,710,979	2,020,556	1,819,367
B.3	Total Unrestricted Expenditures (B.1 + B.2)	195,209,958	193,074,383	187,808,275
C.	Revenues Over(Under) Expenditures (A.3 - B.3)	-5,193,220	-2,504,292	-1,087,934
D.	Fund Balance, Beginning	28,794,303	23,601,080	21,096,788
D.1	Prior Year Adjustments + (-)	-3	0	-310,592
D.2	Adjusted Fund Balance, Beginning (D + D.1)	28,794,300	23,601,080	20,786,196
E.	Fund Balance, Ending (C. + D.2)	23,601,080	21,096,788	19,698,262
F.1	Percentage of GF Fund Balance to GF Expenditures (E. / B.3)	12.1%	10.9%	10.5%
				11.9%

II. Annualized Attendance FTES:

G.1	Annualized FTES (excluding apprentice and non-resident)	35,614	37,299	36,103	35,186
-----	---	--------	--------	--------	--------

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

	As of the specified quarter ended for each fiscal year			
	2007-08	2008-09	2009-10	2010-2011
H.1	Cash, excluding borrowed funds	26,034,362	16,385,731	15,656,501
H.2	Cash, borrowed funds only	0	0	0
H.3	Total Cash (H.1 + H.2)	26,034,362	16,385,731	15,656,501

IV. Unrestricted General Fund Revenue, Expenditure and Fund Balance:

Line	Description	Adopted Budget (Col. 1)	Annual Current Budget (Col. 2)	Year-to-Date Actuals (Col. 3)	Percentage (Col. 3/Col. 2)
J.	Revenues:				
J.1	Unrestricted General Fund Revenues (Objects 8100, 8600, 8800)	184,929,405	189,400,372	132,510,804	70%
J.2	Other Financing Sources (Object 8900)	500,000	500,000	387,157	77.4%
J.3	Total Unrestricted Revenue (J.1 + J.2)	185,429,405	189,900,372	132,897,961	70%
J.	Expenditures:				
J.1	Unrestricted General Fund Expenditures (Objects 1000-6000)	183,209,058	185,200,571	128,399,422	69.3%
J.2	Other Outgo (Objects 7100, 7200, 7300, 7400, 7500, 7600)	1,407,032	3,913,052	3,822,627	97.7%
J.3	Total Unrestricted Expenditures (J.1 + J.2)	184,616,090	189,113,623	132,222,049	69.9%
K.	Revenues Over(Under) Expenditures (J.3 - J.3)	813,315	786,749	675,912	
L	Adjusted Fund Balance, Beginning	19,697,809	19,697,809	19,697,809	
L.1	Fund Balance, Ending (C. + L.2)	20,511,124	20,484,558	20,373,721	
M	Percentage of GF Fund Balance to GF Expenditures (L.1 / J.3)	11.1%	10.8%		

V. Has the district settled any employee contracts during this quarter?

NO

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

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

* As specified in Collective Bargaining Agreement or other Employment Contract

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

VI. Did the district have significant events for the quarter (include incurrence of long-term debt, settlement of audit findings or legal suits, significant differences in budgeted revenues or expenditures, borrowing of funds (TRANS), issuance of COPs, etc.)? **NO**

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

VII. Does the district have significant fiscal problems that must be addressed? **NO**
YES

This year?
Next year?

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

The community College system may face budget cuts of nearly 15% in the worst case scenario for the 2011-12 fiscal year. This could mean a state impacted reduction of as much as \$24 million for Coast. We have developed a multi-faceted strategy to reduce our spending plan that includes both administratively driven and negotiated solutions.

Coast Community College District

Third Quarterly Report

2010-2011

All Funds

Fund	General	Child Development	GO Bond	Capital Outlay	Insurance Services	N/R Reimb Operations	Total
Assets							
Due To System Posting	60,572,237	161,920	49,984,486	8,804,028	49,043,986	313,308	168,879,965
	0	0	0	0	0	0	0
Liabilities							
Due To/From System Posting	1,884,247	101,683	0	-1	0	1,567,581	3,553,510
	0	0	0	0	0	0	0
Fund Balance	58,687,990	60,237	49,984,486	8,804,029	49,043,986	-1,254,273	165,326,455
Beginning Balance	19,698,262	0	63,037,733	8,310,973	45,366,944	0	136,413,912
Income							
Adjusted Budget	220,293,054	1,341,683	500,000	10,071,238	43,408,000	11,630,632	287,244,607
Actual	151,306,532	997,780	217,014	6,329,456	36,473,280	8,589,733	203,913,795
%	68.68%	74.37%	43.40%	62.85%	84.02%	73.85%	70.99%
Expenses							
Adjusted Budget	219,506,305	1,341,683	63,537,732	16,968,101	37,558,000	11,630,632	350,542,453
Actual	148,818,125	926,584	23,290,767	5,538,581	28,167,865	9,693,483	216,435,405
%	67.80%	69.06%	36.66%	32.64%	75.00%	83.34%	61.74%
Suspense Clearing	-11,821	0	0	0	0	0	-11,821
Accrual Adjustments	-453	0	0	0	0	0	-453
Audit Adjustments	0	0	0	0	0	0	0
Fund Balance	22,174,395	71,196	39,963,980	9,101,848	53,672,359	-1,103,750	123,880,028

Coast Community College District Financial Status Report

Third Quarterly Report Fiscal Year 2010/2011

Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9110	CASH IN COUNTY TREASURY	15,857,103	-200,602	15,656,501
9120	CASH IN BANKS	1,784,901	-1,052,208	732,693
9125	CASH COLLECTN AWAITG DEPOSIT	924,766	-924,766	0
9130	REVOLVING CASH FUND	250,078	-78	250,000
9150	INVESTMENTS	79	0	79
9160/9169	ACCOUNTS RECEIVABLE	20,686,822	-15,120,736	5,566,086
9170	DUE FROM OTHER FUNDS	410,246	189,754	600,000
9220	PREPAID EXPENSES	6,894	-6,894	0
9230	PREPAID EXPENSE/MID-MONTH	0	794,866	794,866
Total Assets				
		<u>39,920,889</u>	<u>-16,320,664</u>	<u>23,600,225</u>
Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9510	ACCOUNTS PAYABLE	2,059,415	-1,484,514	574,901
9511	MISC ACCRUALS YR-END	7,624,413	-7,624,413	0
9512	DEPOSIT REFUNDABLE	99	-99	0
9514	ACCURED PAYROLL PAYABLES	159,403	-159,403	0
9519	ACCTS PAYABLE ACCRUALS	278,170	-238,312	39,858
9520	DUE TO OTHER FUNDS	3,402,603	-3,402,603	0
9540	DEFERRED INCOME	5,913,543	-5,878,678	34,865
9541	CAPITAL LEASES	0	0	0
9550	SUMMER PAY WITHHELD	40,707	-8,874	31,833
9552	CALIF USE TAX PAYABLE	2,236	561	2,797
9555	CA NON-RESIDENT W/H PAYABLE	582	-463	119
9571	ACCURED VACATION	741,457	0	741,457
Total Liabilities				
		<u>20,222,628</u>	<u>-18,796,798</u>	<u>1,425,830</u>
Object	Description	Beginning Balance	Year-to-Date Transactions	Ending Balance
9711	NON-DESIGNATED FUND BALANCE	20,008,853	-310,591	19,698,262
9712	YEAR END APPROPRIATIONS	0	0	0
9713	ACCOUNTS RECEIVABLE ADJUSTMTS	0	-44	-44
9714	ACCOUNTS PAYABLE ADJUSTMENTS	-310,591	310,183	-408
Total				
		<u>19,698,262</u>	<u>-453</u>	<u>19,697,809</u>

	Fund Balance as of March 31, 2011	19,697,809
	Plus Total Revenues	151,306,532
	Less Total Expenditures	148,818,125
9910	Plus Suspense Clearing	-11,821
9918	Less Suspense A Payroll	0
9919	Less Suspense B Payroll	0
	Total Fund Balance as of March 31, 2011	<u>22,174,395</u>

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8120	HIGHER EDUCATION ACT	1,755,679	535,071
8130	WORKFORCE INVESTMENT ACT	6,155,713	2,164,413
8140	TANF-TRANSITIONL ASSIST TO NEEDY FAMILIES	121,140	92,066
8170	VOC&APPLIED TECH EDUCATION ACT	2,056,563	896,878
8199	OTHER FEDERAL REVENUE	1,319,973	895,993
Sub Total	8100 FEDERAL REVENUE	11,409,068	4,584,421
8612	STATE GENERAL APPORTIONMENT	71,500,000	45,818,008
8619	OTHER GENERAL APPORTIONMENTS	924,184	728,470
8622	EXTENDED OPPORTUNITY PROG &SVS	2,042,400	1,552,224
8623	DISABLED STUDENTS PROGRAMS&SVS	1,717,055	1,304,973
8624	CALWORKS	390,622	296,873
8625	TELE TECH INFRASTRUCTURE PROG TTIP	35,821	35,821
8629	OTHER CATEGORICAL APPORTIONMT	8,144,309	5,445,456
8653	INSTRUCTIONAL IMPROVEMENT GRT	256	256
8654	MIDDLE COLLEGE	0	0
8659	OTHER CATEGORICAL PROGRAMS	373,136	134,334
8672	HOMEOWNERS PROPERTY TAX RELIEF	700,000	364,859
8681	STATE LOTTERY PROCEEDS	5,028,622	1,642,067
8682	STATE MANDATED COSTS	635,000	634,760
8699	OTHER STATE INCOME	75,000	0
Sub Total	8600 STATE REVENUE	91,566,405	57,958,101
8811	DISTRICT TAXES - SECURED ROLL	78,800,000	48,306,757
8812	DISTRICT TAXES-SUPPLEMNTL ROLL	1,100,000	886,977
8813	DISTRICT TAXES-UNSECURED ROLL	3,000,000	3,069,164
8816	DISTRICT TAXES-PRIOR YEAR	2,500,000	2,568,094
8817	EDU REVENUE AUGUMENTATION FUND	0	0
8818	REDEVELOPMENT PROPERTY TAXES	400,000	452,509
8831	CONTRACT INSTRUCTION	50,000	4,000,502
8840	SALES	100,000	48,177
8850	RENTALS	2,172,000	1,324,953
8861	INTEREST & INVESTMENT INCOME	400,000	379,897
8862	GAIN/LOSS ON INVESTMENT	0	-32,025
8871	CHILD DEVELOPMENT SERVICES	480,500	336,238
8874	ENROLLMENT FEES	11,600,000	12,231,712
8876	HEALTH FEES	1,819,711	2,214,135
8877	INSTRUCT MATERIAL FEES	755,606	662,046
8879	STUDENT RECORDS	230,000	153,023
8880	NON RESIDENT TUITION	7,525,000	7,717,429
8881	PARKING FEES	1,993,437	1,571,627

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
8889	OTHER STUDENT FEES	119,721	187,998
8892	TELECOURSE REVENUE	955,000	225,000
8893	PARKING FINES	593,684	587,943
8899	OTHER LOCAL INCOME	2,222,922	1,484,697
Sub Total	8800 LOCAL REVENUE	116,817,581	88,376,853
8912	SURPLUS PROPERTY SALES	500,000	387,157
8914	GAIN ON SALE OF ASSESTS	0	0
8981	INTERFUND TRANSFERS	0	0
Sub Total	8900 OTHER FINANCING SOURCES	500,000	387,157
	TOTAL REVENUE	220,293,054	151,306,532

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
1100	INSTRUCTORS REG CONTRACT	34,687,740	27,145,516
1200	NON-INSTRUCTNL REG CONTRACT	14,251,456	10,480,408
1300	INSTRUCTORS HOURLY	23,223,902	15,687,222
1400	NON-INSTRUCTNL HOURLY	2,595,045	1,742,174
Sub Total	1000 CERTIFICATED SALARIES	74,758,143	55,055,320
2100	NON-INSTR CLASSIF REG CONTRACT	43,458,761	28,425,227
2200	INSTR CLASSIF REG CONTRACT	3,731,744	2,448,986
2300	NON-INSTRUCTIONAL, HOURLY	4,555,208	2,812,730
2400	INSTRUCTIONAL HOURLY	975,660	862,205
Sub Total	2000 CLASSIFIED SALARIES	52,721,373	34,549,148
3000	EMPLOYEE BENEFITS	2,458,292	-67,968
3100	STRS-STATE TEACHERS RETIREMENT	3,719,218	3,486,441
3200	PERS-PUBLIC EMPLOYEES RETIREMENT	5,432,099	3,721,234
3300	OASDI-OLD AGE/SURVIVORS/DISABILTY INS	4,461,404	3,363,336
3400	HEALTH & WELFARE BENEFITS	19,381,412	14,490,393
3500	STATE UNEMPLOYMENT INS	696,776	438,261
3600	WORKERS COMPENSATION INS	1,644,935	1,545,415
3700	LOCAL RETIREMENT SYSTEM	11,139,700	8,911,760
3900	OTHER BENEFITS	0	0
Sub Total	3000 STAFF BENEFITS	48,933,836	35,888,872
4200	OTHER BOOKS	20,467	3,565
4300	INSTRUCTNL SUPPLIES	4,808,002	2,053,570
4400	MEDIA SUPPLIES	41,837	19,561
4600	FUEL, OIL & REPAIR PARTS	404,675	228,230
4900	OTHER SUPPLIES	0	0
Sub Total	4000 BOOKS, SUPPLIES & MATERIALS	5,274,981	2,304,926

<u>Object</u>	<u>Description</u>	<u>Adjusted Budget</u>	<u>Actual</u>
5000	INDIRECT EXPENSE CHARGEBACK	339,644	48,304
5100	PERSONAL AND CONSULTANT SERVICES	1,067,747	272,501
5200	TRAVEL AND CONFERENCES	673,087	288,984
5300	DUES AND MEMBERSHIP	355,281	282,602
5400	INSURANCE	1,495,877	1,208,180
5500	UTILITIES	5,281,645	3,119,785
5600	RENT, LEASES AND REPAIRS	7,405,031	4,815,461
5700	LEGAL, ELECTION AND AUDIT EXPENSES	2,357,161	1,178,255
5800	OTHER OPERATING EXPENSES AND SERVICES	7,489,637	2,946,120
5900	OTHER	2,510,165	0
Sub Total	5000 CONTRACT SERVICES, OPERATING EXPENSES	28,975,275	14,160,192

6100	SITE IMPROVEMENTS	11,000	0
6200	BUILDING IMPROVEMENTS	40,372	15,969
6300	BOOKS (NEW)	136,628	124,904
6400	EQUIPMENT AND LEASE PURCHASE	3,545,878	2,178,159
Sub Total	6000 CAPITAL OUTLAY	<u>3,733,878</u>	<u>2,319,032</u>
7300	INTERFUND TRANSFER OUT	3,941,052	3,821,094
7500	STUDENT FINANCIAL AID	166,194	75,106
7600	OTHER PAYMENTS TO OR FOR STUDENTS	1,001,573	644,435
7900	RESERVE FOR CONTINGENCIES (BUDGET ONLY)	20,485,011	0
Sub Total	7000 OTHER OUTGO & RESERVES	<u>25,593,830</u>	<u>4,540,635</u>
TOTAL EXPENDITURES		<u><u>239,991,316</u></u>	<u><u>148,818,125</u></u>

Coast Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2015 Student Trustee, Board of Trustees

There shall be included within the membership of the Board of Trustees a non-voting student who shall be selected and shall serve in accordance with procedures established by Board. The Student Trustee of the Coast Community College District shall meet these minimum qualifications:

1. The Student Trustee shall be enrolled in, and complete at least five units per semester, as a student of the Coast Community College District in both the Fall and Spring semesters of his/her term of office.

In addition, the following requirements shall be met:

a. Hold at least a ~~2.0~~ **2.5** cumulative GPA when applying for the position.

b. Maintain at least a 2.0 GPA during the term of office.

2. The Student Trustee may not have been on academic probation or under disciplinary sanction from a Coast Community College District college during the academic year prior to the term of office being sought or during the term of office as Student Trustee.

3. The Student Trustee must be at least 18 years of age before assuming office.

DUTIES & AND RESPONSIBILITIES

Pursuant to California Education Code Section 72023.5(a), the Student Trustee of the Coast Community College District attends all Regular and Special meetings of the Board of Trustees. The Student Trustee as a non-voting member of the Board, **may cast an advisory vote which shall be recorded along with all other Trustee votes but shall not be counted towards the outcome of the vote**, may make motions, second motions, and participate in Trustee discussions. The Student Trustee receives all correspondence, agendas, agenda attachments, staff reports, minutes, and other materials which regular Trustees receive, except those matters which pertain to Closed Session items. The Student Trustee does not participate in Closed Sessions of the Board. The Student Trustee is appointed by the Board in May of each year to serve a one-year term, commencing on June 1st, and expiring on the following May 31st.

The Student Trustee's primary duty and responsibility is to bring a student perspective to all Board of Trustee meetings for the Coast Community College District. The Student Trustee participates in all Board meetings to express a student's perspective and may designate, for the record, his/her position prior to the Board vote. Such designation shall not be counted in the official vote, but shall be recorded in the Board meeting minutes.

The Student Trustee may gather individual or group student opinions for presentation to the Board on agenda matters. The Student Trustee provides a report at Regular Meetings of the Board on his or her own activities as Student Trustee, as well as those of the District Student Council.

Under the direction of the Secretary of the Board of Trustees, the Student Trustee is responsible for other specified student matters including serving as the Chair of the District Student Council. The Student Trustee annually leads the recruitment and selection of his/her successor, and acts as Chair of the Student Trustee Selection Committee which recommends the successor Student Trustee to the Board of Trustees. The Student Trustee plays a key role in the annual retreat of the District Student Council and the annual Student Lobby Day in Sacramento, and provides leadership in District programs such as Congress to Campus and other similar Board-approved District-wide programs. In each of these activities, the Secretary of the Board of Trustees, under the direction of the Board Clerk, shall have oversight responsibility.

STUDENT TRUSTEE TRAVEL

The Student Trustee is encouraged to attend the annual student trustee training conference sponsored by the Community College League of California. In addition to this state-wide conference, the Student Trustee may attend one additional community college conference at District expense, if approved in advance by the Board of Trustees.

COMPENSATION FOR THE STUDENT TRUSTEE

Compensation of the Student Trustee shall be \$200 per month for Regular Meeting attendance. Such compensation shall be paid to Student Trustees who are absent only if the Board, by Resolution, finds that the Student Trustee is, at the time of the meeting, performing services outside the meeting for the District, was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board.

MILEAGE STIPEND FOR THE STUDENT TRUSTEE

The Student Trustee shall be entitled to the mileage allowance provided the regular Trustees.

Adopted December 14, 1983
Revised February 17, 1999
Revised August 16, 2006
Revised February 18, 2009
Replaces CCCD Policy 010-2-14, Fall 2010

NEWPORT BEACH ESTIMATED PROJECT COSTS AND FINANCIAL PLAN

Construction Costs

Construction, Phase I 1,478,176
Construction, Phase II (Rebidding pending for Site Concrete/Masonry and Plumbing. 26,600,000
Construction costs included Contingency of \$1.5M)

Net Construction Costs

28,078,176

Soft Costs

CW Driver 1,473,720
UCMI 228,798
Consulting, Phase 1 48,140
Special Inspections 283,680
Commissioning 61,000
Architect 742,043 *
Net Soft Costs 2,837,381

Furniture, Fixture, and Equipment Costs

2,000,000

Projected Cash Flow needed from November 2010 through June 2012

Less GO Bond Fund available

32,915,557
13,534,095

Debt Serviced through issuance of COP

19,381,462

Amount Issued

19,381,462

Rate

5.000%

Term (year)

30

Periods

360

Monthly Payment

\$104,043.88

Annual Payment

\$1,248,526.55 **

Total Lease Savings already budgeted in G/F(Costa Mesa Center, Art Gallery, Modulars)

(\$350,000.00)

Net Annual Costs

\$898,526.55

COP Amount

\$ 19,381,462

2012-2021 Earmarked funds from Contract Ed 8,985,265
2012-2021 Facilities Lease Savings 3,500,000
2022-2041 Annual Contributions from Contract Ed 17,970,531
2022-2041 Facilities Lease Savings 7,000,000

Total

\$ 37,455,796

* Negotiation Pending for Final Cost of Architect.

** First payment would be due on July 2012.

Coast Community College District

CCLC Lease Revenue Bond Program Overview



March 23, 2011



RBC Capital Markets®

Table of Contents

Section A	CCLC Lease Revenue Bond Program Overview
Section B	Market Update
Section C	Financing Update



RBC Capital Markets®

CCLC Lease Revenue Bond Program Overview

SECTION A



RBC Capital Markets®

CCLC Program – California Colleges LRB Experience

- 24 Districts have issued through the Community College League of California Lease Revenue Bond (“LRB”) Program since its inception in 1996

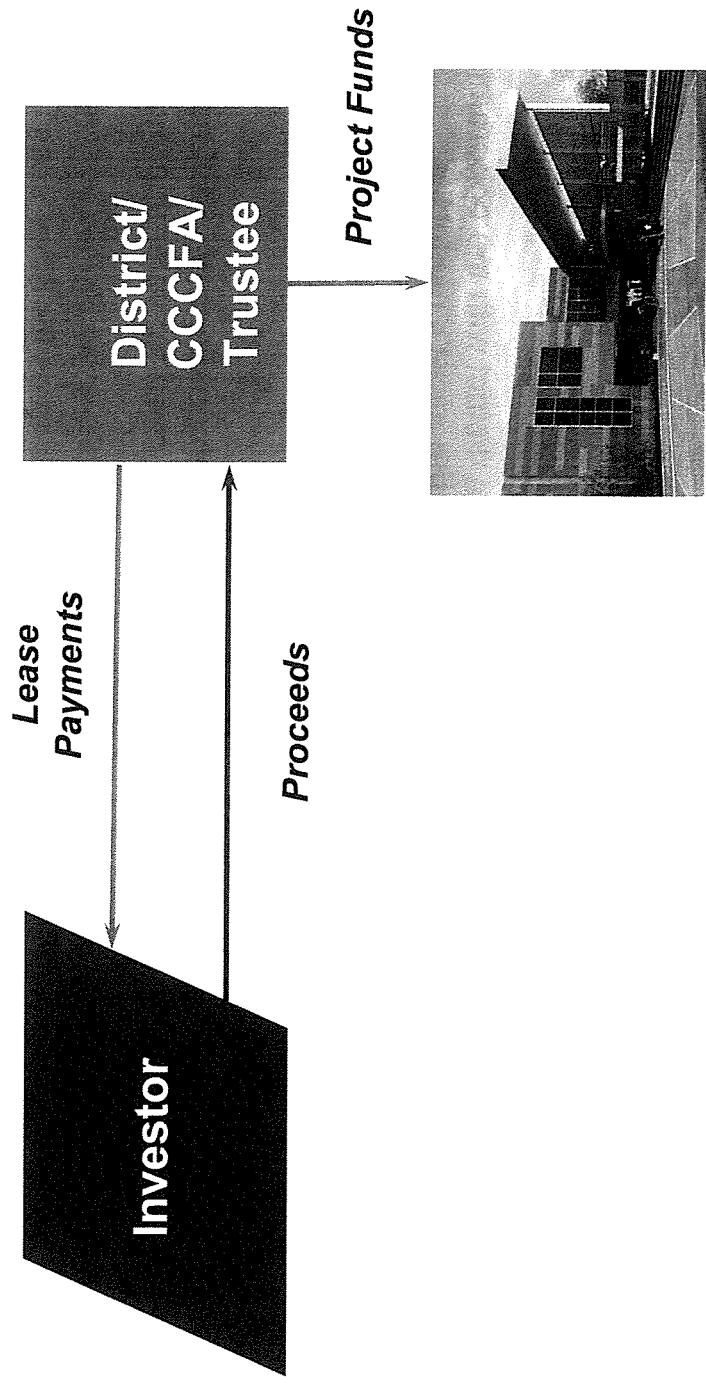
Dated Date	Par Amount	Participants
March 12, 1998	6,440,000.00	Gavilan CCD and Sonoma CCD
January 13, 1999	37,665,000.00	Grossmont-Cuyamaca CCD, MiraCosta CCD, Palomar CCD, San Jose-Evergreen CCD, Southwestern CCD and West Valley-Mission CCD
May 16, 2001	11,845,000.00	Grossmont-Cuyamaca CCD, Palomar CCD and Shasta-Tehama-Trinity CCD
August 01, 2002	19,680,000.00	Chabot-Las Positas CCD, Imperial CCD and Yosemite CCD
January 30, 2003	20,265,834.00	Gavilan CCD, Marin CCD, Mt. San Jacinto CCD and West Valley-Mission CCD
October 28, 2004	3,940,000.00	Butte-Glenn CCD
January 31, 2006	7,120,000.00	Chaffey CCD, Hartnell CCD and Lake Tahoe CCD
June 12, 2008	30,635,666.40	Chaffey CCD, Mt San Jacinto CCD, Mt. San Antonio CCD and Shasta-Tehama-Trinity CCD
June 28, 2010	10,120,000.00	College of Sequoias CCD and Kern CCD
October 01, 2010	8,255,000.00	MiraCosta CCD, Palomar CCD and Southwestern CCD
Total	\$155,966,500.40	

- The program has assisted community colleges fund new projects by issuing over \$155 million in lease revenue bonds for both real property and equipment:

<u>Equipment</u>	<u>Real Property</u>
Vans/Automobiles	Administration Buildings
Telephone Systems	Library Buildings
Computers	Classroom Facilities
Energy Conservation Equipment	Multipurpose Facilities
	Auditoriums
	Parking Facilities
	Athletic Facilities
	Remodeling/Renovations
	Portable Buildings

How Lease Revenue Bonds Work

- 1) The process typically takes about 75 days from the time projects are identified to funding
- 2) Districts determine the amount of capital necessary to cover their needs
- 3) The League's Underwriter - RBC Capital Markets, a national leader in higher-education finance then works with the district and legal counsel to prepare necessary documentation and receive credit ratings for the bonds
- 4) After the sale of bonds, the district receives its money and builds or renovates facilities or makes the equipment purchases desired



Advantages of LRBs

- **Legal Structure** – The League’s use of Bonds instead of Certificates of Participation provide for wider investor acceptance and thus lower interest rates
- **Immediate Funding** – LRB/lease purchase financing provide a district with the opportunity to own and use an asset immediately while payments are distributed over the asset’s useful life
- **Tax Exempt Borrowing Rates** – The interest portion of LRB/lease purchase payments are also considered tax-exempt income to the investor, resulting in the lower interest rates compared to a taxable borrowing
- **No Voter Approval Required** – The requirement for annual appropriations of LRB/Lease payments allows LRBs/lease purchase not to be treated as a debt, thus no need for voter approval
- **Not part of Debt Limitation** – LRBs/lease purchase financing allows the community college district an alternative source of capital, thereby releasing existing capital reserves for other uses
 - **Tailored Financing** – Districts may issue as a stand-alone or as part of a pool. In either case, the financing is tailored to the individual district’s needs

Benefits of the Community Colleges League of California Lease Revenue Bonds Program

- Just as the League's community college purchasing consortiums provide group buying power, districts can also take advantage of their combined strength to reduce the cost of financing
- Recognized Pooled Financing Program with a history of successful transactions
- The intangible benefit of working together with other California Community College districts leads to concrete benefits that include:
 - Low financing costs made possible by pooling to share the cost of issuance
 - Pooled Issuance creates several benefits which attracts a wider investor base
 - Low interest rates through tax-exempt, revenue bonds
 - Greater size attracts more investors
 - Streamlined process that does not require voter approval or formation of district nonprofit corporation
 - Reliable, experienced financing team in place that has completed hundreds of similar financings available to answer questions and guide districts through the process
- Even though pooling can enhance savings, every district is responsible solely for their own portion of the LRB/lease purchase. There is a sharing and thus a reduction of cost, but there is no joint liability for the pooled debt
- Participants can use the League's Joint Power Agency instead of having to create a new entity

2011 LRB Partner

- If Coast CCD chooses to use the League's LRB program for its 2011 issuance, the District will have a ready made partner
 - West Valley-Mission CCD will issue a LRB along with Coast CCD
 - West Valley-Mission CCD has already adopted Resolutions so there will be no delays for Coast CCD

Market Update
SECTION B



RBC Capital Markets®

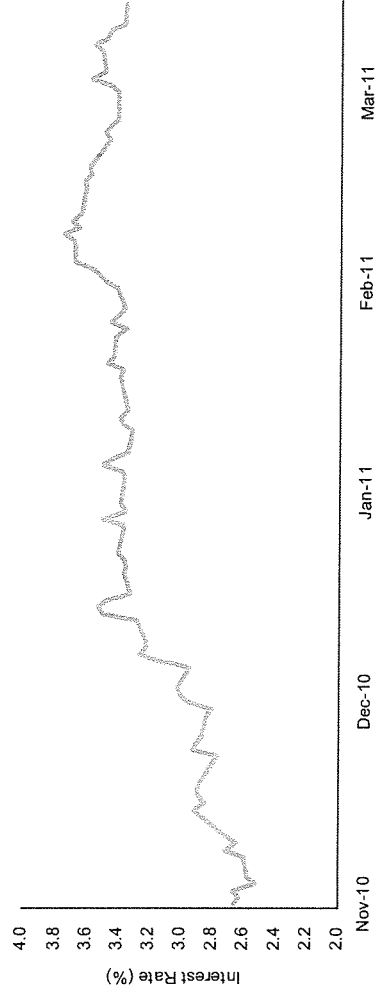
Economic Market Update

- Consumer confidence improved in January reaching it's highest level since May 2010 and recent employment data has been more favorable, indications that a slow recovery in the economy is underway
- Treasury yields have risen sharply since early November, and new highs in this recent sell-off were hit during the week ending February 4th with the 10 year US Treasury touching 3.65%
- To date, the recent upheaval in Egypt and other Middle Eastern countries is not causing a "flight to quality" in US Treasury securities as the problems of the last two years did
- The Federal Reserve appears committed to holding short-term rates at current levels of 0.00% - 0.25% for the foreseeable future. Currently, most Wall Street economists have pushed out expectations for any change in Fed Policy until at least 2012

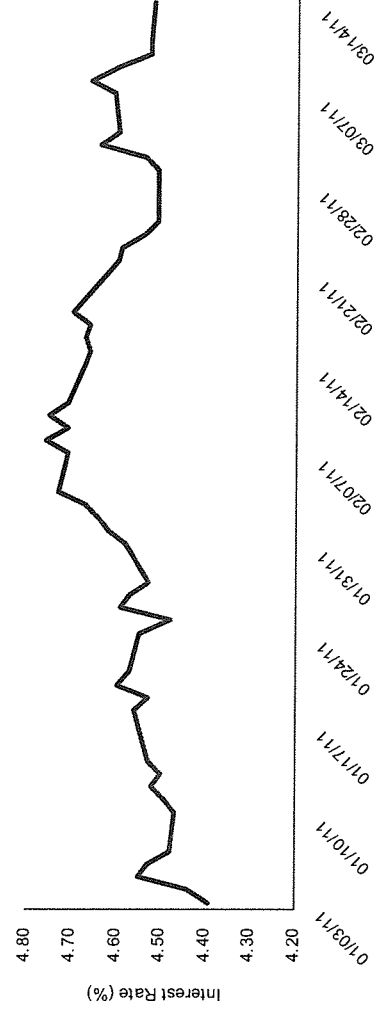
2011 to 2Q 2012 Street Federal Funds Forecast

	1Q11	2Q11	3Q11	4Q11	1Q12	2Q12
BofA	0.25	0.25	0.25	0.25	0.25	0.25
Barclays	0.25	0.25	0.25	0.25	0.25	0.25
Citi	0.25	0.25	0.25	0.25	0.25	0.25
Goldman Sachs	0.15	0.15	0.15	0.15	0.15	0.15
JPMorgan	0.25	0.25	0.25	0.25	0.25	0.25
Morgan Stanley	0.125	0.125	0.125	0.125	0.50	1.25
RBC	0.125	0.125	0.125	0.125	0.75	1.50

10-Year Treasury – Since November 2010



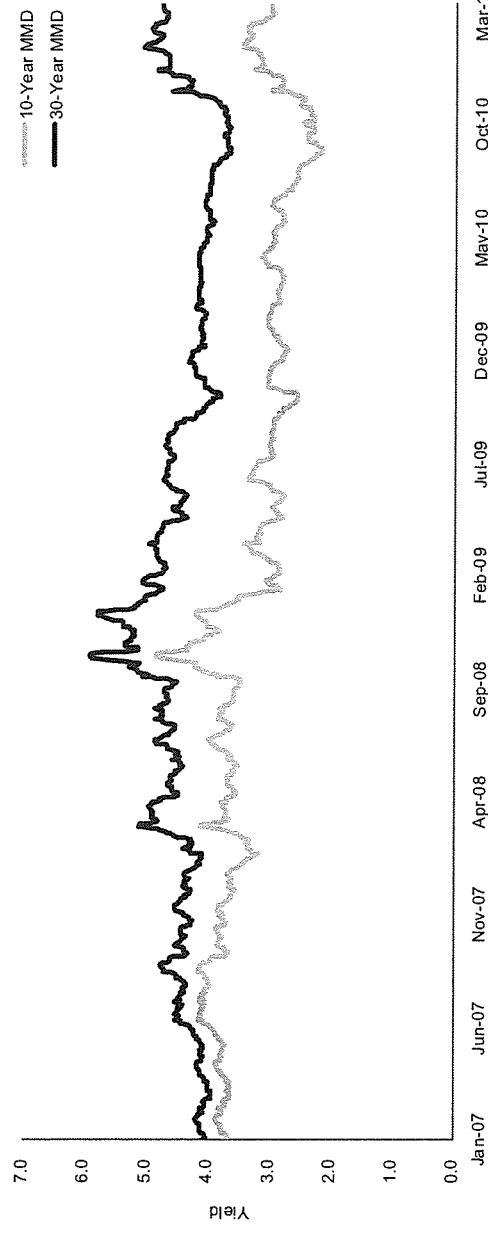
30-Year Treasury – Since January 2011



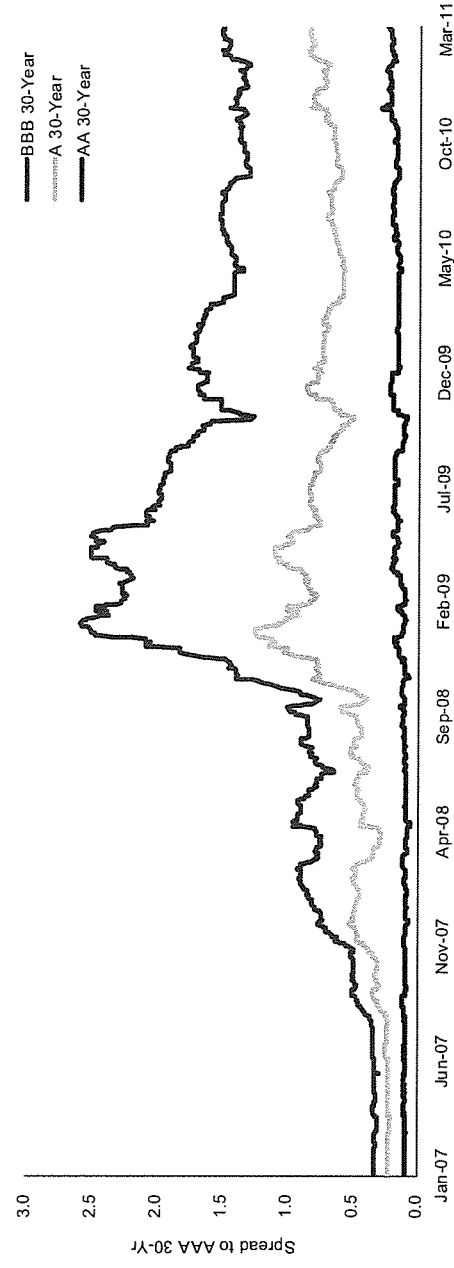
Tax-Exempt Market Dynamics

- Tax-exempt rate performance will be most influenced by the broader spectrum of interest rates. Perceptions and actual results surround economic strength, changes in unemployment, continuity of foreign demand for US debt and potential for inflation as a by-product of federal stimulus efforts will be key in 2011

MMD Historical Performance



MMD Credit Spreads

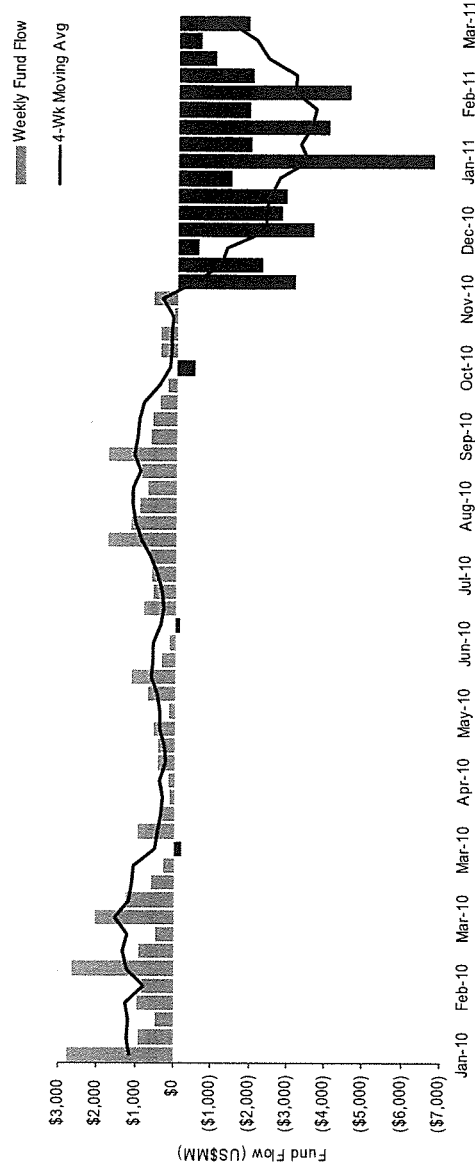


- While the broad based under-performance of the tax-exempt market as compared to its taxable counterparts is not expected, there is the possibility that a widening of credit spreads may be experienced in 2011. Primary factors will be the ability of currently stressed credits to regain control of misaligned revenue / expense relationships to move beyond one time measures and noticeable changes in magnitude and sector scope for default experience

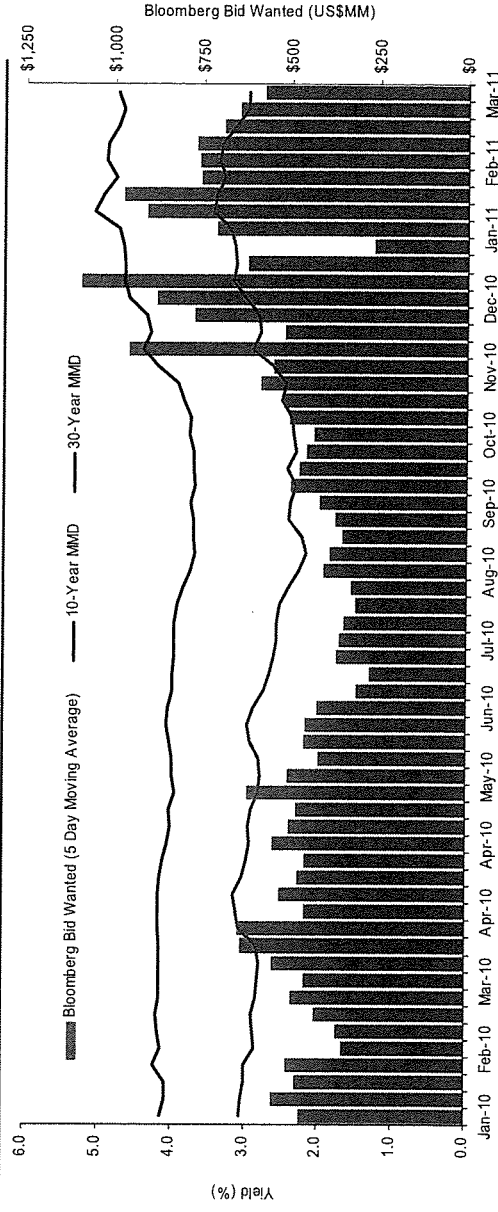
Fund Flows and Secondary Municipal Supply

- After almost two years of cash moving into tax-exempt bond mutual funds, flows turned negative in mid-November and accelerated into year end and carried into Q1 2011
- A focal point of the tax-exempt market in 2011 will be evidence for a continuation of the trend, or a reversal
- Concerns predominately surround: 1) retail's perception of trends toward negative press regarding municipal credit; 2) actual evidence of specific extremely distressed issuers; and 3) potential reallocation of assets away from the tax-exempt asset class

Tax-Exempt Fund Flows



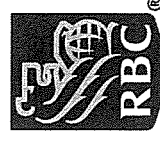
Secondary Market Supply



- As a result of outflows, tax-exempt mutual funds were required to liquidate positions
- 5-day average of bonds advertised for sale ("bid wanted") exceeded \$1B for the first time ever in mid-November and mid-December

Financing Update

SECTION C



RBC Capital Markets®

Municipal Market Data (MMD)* Index Movement

- Recent economic reports and world events have contributed to decline in the stock market and a rally in Treasury bonds. The weekly jobs report seemed, to some, to call in to question whether the employment picture is really beginning to improve.
- The strong performance by Treasuries saw the long bond (30-Yr) rallying by nearly 30 bps since a month ago , while the 10-Yr bond declined by about 40 bps and are now back down at 3.22%, the lowest since December
- Tax-exempt rate performance will be most influenced by the broader spectrum of interest rates. Perceptions and actual results surround economic strength, changes in unemployment, continuity of foreign demand for US debt and potential for inflation as a by-product of federal stimulus efforts will be key in 2011

March 1 vs. March 16 MMD Yield Curve

Year	03/01/11	03/16/11	Change (Basis Points) ¹
1	0.38	0.32	(0.06)
2	0.71	0.59	(0.12)
3	1.06	0.91	(0.15)
4	1.51	1.38	(0.13)
5	1.76	1.67	(0.09)
6	2.02	1.94	(0.08)
7	2.28	2.22	(0.06)
8	2.52	2.46	(0.06)
9	2.74	2.69	(0.05)
10	2.96	2.90	(0.06)
11	3.19	3.11	(0.08)
12	3.38	3.29	(0.09)
13	3.56	3.46	(0.10)
14	3.71	3.62	(0.09)
15	3.83	3.74	(0.09)
16	3.92	3.83	(0.09)
17	4.01	3.92	(0.09)
18	4.10	4.01	(0.09)
19	4.18	4.11	(0.07)
20	4.26	4.21	(0.05)
21	4.36	4.31	(0.05)
22	4.46	4.41	(0.05)
23	4.54	4.49	(0.05)
24	4.61	4.57	(0.04)
25	4.65	4.62	(0.03)
26	4.67	4.64	(0.03)
27	4.68	4.65	(0.03)
28	4.69	4.66	(0.03)
29	4.70	4.67	(0.03)
30	4.70	4.68	(0.02)

¹ Negative is improvement

* Represents the daily consensus "AAA" G.O. Bond municipal market scale

Debt Service Comparison

February 28, 2011 Debt Service Schedule					March 16, 2011 Debt Service Schedule					Debt Service Improvement*	
Year	Principal	Coupon	Interest	Debt Service	Year	Principal	Coupon	Interest	Debt Service		
1	360,000.00	2.000%	1,200,337.50	1,560,337.50	1	365,000.00	2.000%	1,145,975.00	1,510,975.00	(49,362.50)	
2	365,000.00	3.000%	1,193,137.50	1,558,137.50	2	370,000.00	3.000%	1,138,675.00	1,508,675.00	(49,462.50)	
3	375,000.00	3.000%	1,182,187.50	1,557,187.50	3	380,000.00	3.000%	1,127,575.00	1,507,575.00	(49,612.50)	
4	390,000.00	3.250%	1,170,937.50	1,560,937.50	4	390,000.00	3.000%	1,116,175.00	1,506,175.00	(54,762.50)	
5	400,000.00	3.500%	1,158,262.50	1,558,262.50	5	405,000.00	3.250%	1,104,475.00	1,509,475.00	(48,787.50)	
6	415,000.00	3.750%	1,144,262.50	1,559,262.50	6	415,000.00	3.500%	1,091,312.50	1,506,312.50	(52,950.00)	
7	430,000.00	4.000%	1,128,700.00	1,558,700.00	7	430,000.00	4.000%	1,076,787.50	1,506,787.50	(51,912.50)	
8	450,000.00	4.250%	1,111,500.00	1,561,500.00	8	450,000.00	4.250%	1,059,587.50	1,509,587.50	(51,912.50)	
9	465,000.00	4.375%	1,092,375.00	1,557,375.00	9	470,000.00	4.375%	1,040,462.50	1,510,462.50	(46,912.50)	
10	485,000.00	4.625%	1,072,031.26	1,557,031.26	10	490,000.00	4.625%	1,019,900.00	1,509,900.00	(47,131.26)	
11	510,000.00	5.500%	1,049,600.00	1,559,600.00	11	510,000.00	5.250%	997,237.50	1,507,237.50	(52,362.50)	
12	540,000.00	5.500%	1,021,550.00	1,561,550.00	12	540,000.00	5.250%	970,462.50	1,510,462.50	(51,087.50)	
13	565,000.00	5.500%	991,850.00	1,556,850.00	13	565,000.00	5.250%	942,112.50	1,507,112.50	(49,737.50)	
14	600,000.00	5.500%	960,775.00	1,560,775.00	14	595,000.00	5.250%	912,450.00	1,507,450.00	(53,325.00)	
15	630,000.00	5.500%	927,775.00	1,557,775.00	15	625,000.00	5.250%	881,212.50	1,506,212.50	(51,562.50)	
16	665,000.00	5.500%	893,125.00	1,558,125.00	16	660,000.00	5.500%	848,400.00	1,508,400.00	(49,725.00)	
17	705,000.00	5.500%	856,550.00	1,561,550.00	17	695,000.00	5.500%	812,100.00	1,507,100.00	(54,450.00)	
18	740,000.00	5.500%	817,775.00	1,557,775.00	18	735,000.00	5.500%	773,875.00	1,508,875.00	(48,900.00)	
19	780,000.00	5.500%	777,075.00	1,557,075.00	19	775,000.00	5.500%	733,450.00	1,508,450.00	(48,625.00)	
20	825,000.00	5.500%	734,175.00	1,559,175.00	20	820,000.00	5.500%	690,825.00	1,510,825.00	(48,350.00)	
21	870,000.00	6.000%	688,800.00	1,558,800.00	21	860,000.00	5.750%	645,725.00	1,505,725.00	(53,075.00)	
22	925,000.00	6.000%	636,600.00	1,561,600.00	22	910,000.00	5.750%	596,275.00	1,506,275.00	(55,325.00)	
23	980,000.00	6.000%	581,100.00	1,561,100.00	23	965,000.00	5.750%	543,950.00	1,508,950.00	(52,150.00)	
24	1,035,000.00	6.000%	522,300.00	1,557,300.00	24	1,020,000.00	5.750%	488,462.50	1,508,462.50	(48,837.50)	
25	1,100,000.00	6.000%	460,200.00	1,560,200.00	25	1,080,000.00	5.750%	429,812.50	1,509,812.50	(50,387.50)	
26	1,165,000.00	6.000%	394,200.00	1,559,200.00	26	1,140,000.00	5.750%	367,712.50	1,507,712.50	(51,487.50)	
27	1,235,000.00	6.000%	324,300.00	1,559,300.00	27	1,205,000.00	5.750%	302,162.50	1,507,162.50	(52,137.50)	
28	1,310,000.00	6.000%	250,200.00	1,560,200.00	28	1,275,000.00	5.750%	232,875.00	1,507,875.00	(52,325.00)	
29	1,390,000.00	6.000%	171,600.00	1,561,600.00	29	1,350,000.00	5.750%	159,562.50	1,509,562.50	(52,037.50)	
30	1,470,000.00	6.000%	88,200.00	1,558,200.00	30	1,425,000.00	5.750%	81,937.50	1,506,937.50	(51,262.50)	
										(1,529,956.26)	

* Negative is improvement

Disclaimer

This presentation was prepared exclusively for the benefit of and internal use by the recipient for the purpose of considering the transaction or transactions contemplated herein. This presentation is confidential and proprietary to RBC Capital Markets Corporation ("RBC CM") and may not be disclosed, reproduced, distributed or used for any other purpose by the recipient without RBC CM's express written consent.

By acceptance of these materials, and notwithstanding any other express or implied agreement, arrangement, or understanding to the contrary, RBC CM, its affiliates and the recipient agree that the recipient (and its employees, representatives, and other agents) may disclose to any and all persons, without limitation of any kind from the commencement of discussions, the tax treatment, structure or strategy of the transaction and any fact that may be relevant to understanding such treatment, structure or strategy, and all materials of any kind (including opinions or other tax analyses) that are provided to the recipient relating to such tax treatment, structure, or strategy.

The information and any analyses contained in this presentation are taken from, or based upon, information obtained from the recipient or from publicly available sources, the completeness and accuracy of which has not been independently verified, and cannot be assured by RBC CM. The information and any analyses in these materials reflect prevailing conditions and RBC CM's views as of this date, all of which are subject to change.

To the extent projections and financial analyses are set forth herein, they may be based on estimated financial performance prepared by or in consultation with the recipient and are intended only to suggest reasonable ranges of results. The printed presentation is incomplete without reference to the oral presentation or other written materials that supplement it.

IRS Circular 230 Disclosure: RBC CM and its affiliates do not provide tax advice and nothing contained herein should be construed as tax advice. Any discussion of U.S. tax matters contained herein (including any attachments) (i) was not intended or written to be used, and cannot be used, by you for the purpose of avoiding tax penalties; and (ii) was written in connection with the promotion or marketing of the matters addressed herein. Accordingly, you should seek advice based upon your particular circumstances from an independent tax advisor.



NON-STANDARD CLINICAL AFFILIATION AGREEMENT

This Standard Clinical Affiliation Agreement (the "Agreement") is made and entered into this 1st day of May, 2011 by and between the Coast Community College District, a public educational agency ("District"), located at 1370 Adams Avenue, Costa Mesa, California, and St. Joseph Home Health Agency, ("Clinical Facility"), located at 1845 W. Orangewood Avenue, Suite 200, Orange, CA 92868.

WHEREAS, District and Clinical Facility desire to contribute to community health education;

WHEREAS, District operates Golden West College ("College") and College is a duly accredited educational institution that conducts the program(s) described and identified in Attachment 1 to this Agreement ("the Program");

WHEREAS, District has obtained all necessary licenses, consents and/or approvals to conduct the Program from the State of California and any other applicable governmental agency;

WHEREAS, Clinical Facility operates a duly licensed health care agency at the address listed above and has obtained all necessary licenses, consents, and approvals;

WHEREAS, as part of the Program, students are required to participate in a clinical experience rotation;

WHEREAS, District desires to affiliate with the Clinical Facility in order that students may participate in a clinical experience rotation at the Clinical Facility; and

WHEREAS, District and Clinical Facility desire to enter into this Agreement to memorialize their respective rights, duties and obligations with respect to the clinical experience rotation of students of the College's Program.

For purposes of this Agreement, the following definitions shall apply:

"District" shall refer to the Coast Community College District, its member Colleges, the District's Governing Board, and each of their trustees, employees, agents, representatives, successor and assigns;

"College" shall refer to Golden West College, and each of its employees, agents, representatives and assigns;

"Clinical Facility" shall refer St. Joseph Home Health Agency, its parents, subsidiaries, related companies, and each of their officers, directors, employees, agents, representatives, successors, and assigns;

NOW, THEREFORE, in consideration of the following covenants, conditions and agreements, the parties hereto agree as follows:

TERMS

1. Clinical Experience Rotation. Clinical Facility agrees to provide students of the Program who are specified by College with a clinical experience rotation ("Rotation"), in accordance with standards established by governmental agencies and recognized professional accrediting agencies, and subject to the terms and conditions of this Agreement.

2. Development of Curriculum. College shall be fully responsible for the development, planning, and administration of the Program, including without limitation, programming, administration, matriculation, promotion and graduation. College acknowledges and agrees that the rotation is intended to meet certain educational performance objectives, and College shall provide a copy of such performance objectives to Clinical Facility on or before student placement. Clinical Facility shall be fully responsible for the availability and appropriateness of the learning environment in relation to the Program's written objectives.

3. Exposure to Bloodborne Pathogens. District shall have the following procedures in effect to comply with Occupational Safety and Health Administration ("OSHA") regulations concerning occupational exposure to Bloodborne Pathogens: a) exposure determination and b) record of students having or likely to have direct exposure to blood/other potentially infectious fluids.

Training and education of students: Record of students' participation in an education and training program. The training program shall contain the following elements:

- Explanation of epidemiology, clinical presentation, modes of transmission of HBV/HIV;
- Information on HBV vaccine, efficacy, safety and benefits;
- Explanation of use and limitations of methods of control which may prevent/reduce exposure, including the universal precautions, personal protective equipment, and work practices;
- Infectious waste handling and disposal;
- Explanation of biological hazard symbol and color-coded systems for identification of biological hazard; and
- Explanation of procedure to follow if an exposure incident occurs and available medical follow-up.

Hepatitis B Vaccine: Record of students' vaccination or declination of HBV vaccine.

4. Application Procedure: Acceptance. College agrees to provide Clinical Facility with a list of the name(s) of students who will be participating in a rotation.

5. Nondiscrimination. The parties agree not to discriminate unlawfully in the selection, placement or evaluation of any student or faculty member because of race, creed, national origin, religion, sex, Vietnam veteran era status, marital status, age, handicap, and/or medical condition.

6. Academic Year. The academic year consists of Fall and Spring semesters, summer session and winter break intersession.

7. Rotation Schedule. The rotation schedule shall be mutually determined by College and Clinical Facility and may be amended in writing from time to time by agreement of the parties. The number of students in each rotation shall be limited to a number mutually agreed upon by both parties, not to exceed the number specified by the accrediting agency(s).

8. Orientation. Clinical Facility and College shall provide an orientation for assigned students participating in each rotation.

9. Compliance With Clinical Facility Rules. Clinical Facility shall make available all applicable governing instruments, policies and procedures, rules and regulations of Clinical Facility to each student participating in a rotation, and student shall comply with these rules. College shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Clinical Facility in administering care to patients in the context of training (See Attachment #1 -Student Participation Agreement.)

In providing the students with the clinical experience rotation that is the subject of this Agreement, Clinical Facility shall comply with all applicable laws, rules, regulations, statutes, policies, procedures, and ordinances and shall be consistent with the professional standards of a health care agency.

10. Confidentiality of Patient Records. Students and faculty understand and agree that Clinical Facility's patient files are confidential. No student shall have access to or have the right to review any medical record or quality assurance or peer review information, except where necessary in the regular course of the Program. College shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program. Further, College shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program.

11. Clinical Coordinator (College). College agrees to designate a coordinator for each Program. The coordinator, who may be an academic instructor, shall be responsible for all teaching activities.

2. Clinical Advisor (Clinical Facility). Clinical Facility agrees to designate a clinical advisor or coordinator who shall provide input to the clinical performance and evaluation of student(s), be a resource person for College's faculty and students, and shall communicate with the clinical coordinator designated by College regarding the proposed curriculum and the performance of individual students and shall arrange formal orientation to the facility for the faculty and students.

13. Supervision of Students. The supervision and direction of students while on site at Clinical Facility shall be the responsibility of the Clinical Coordinator (College) or designee as guided by the instructional objectives. No direct, hands-on patient care shall be provided by participating students at Clinical Facility, except in accordance with all applicable laws, Clinical Facility and Medical Staff rules, regulations, policies and procedures. District recognizes the patients' rights to refuse care provided by a student at Clinical Facility.

14. Removal of Students. Clinical Facility retains the right to exclude any student at any time from any clinical area. Any student who is asked to leave by Clinical Facility shall do so promptly and without protest. Clinical Facility shall also have the right, at any time, to request College to remove a student permanently from the rotation. Except as otherwise provided under any applicable policies, procedures, rules, regulations, and/or under any law, any such removal shall not require compliance with any notice, hearing or other procedural requirements.

15. Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, District understands and agrees that Clinical Facility retains professional and administrative responsibility for professional services rendered to Clinical Facility patients. Further, District shall Regulations, Clinical Facility policy and procedures, Title 22, the standards and requirements under the Joint Commission, professional standards, Clinical Facility philosophy and values and the Ethical and

Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

16. Student Evaluation. In the case of direct supervision of the students by the Clinical Instructor (College), he/she shall be responsible for student(s) evaluation. Unless otherwise mutually agreed between the Clinical Coordinator (College) and the Clinical Advisor (Clinical Facility), Clinical Facility may be responsible for submitting input to the Clinical Coordinator evaluating and appropriately documenting the performance of each student in the clinical rotation. The appropriate forms shall be provided by the Clinical Coordinator. Nothing herein shall be construed as a guarantee by or obligation of Clinical Facility regarding the performance of any student during the Rotation. College shall keep records on the progress and evaluation of each student's clinical experience during a rotation for a period of three (3) years following the end of the specific rotation in which the student is involved.

17. Ongoing Communication / Evaluation. College has the privilege of regularly scheduled meetings with Clinical Facility staff, including both selected unit personnel and administrative level representatives for the purpose of interpreting, discussing, and evaluating College's health care programs at a mutually agreed upon time.

18. Materials. College agrees to provide students with all educational materials required during the clinical program.

19. No Payments or Other Remuneration. College agrees that no fees or monetary payments of any kind shall be exchanged between Clinical Facility, its agents and employees, and College, its agents, employees and students under the terms of this Agreement. Further, neither College, its staff members or other representatives, shall attempt to bill or collect from any patient or from any other source fees for services provided to patients by said student.

The only exception shall be when Clinical Facility and College mutually agree to pay a Clinical Advisor a stipend for duties directly related to College's program.

20. No Right To Employment. The parties agree that the students of College shall not be considered employees, agents or volunteers of Clinical Facility, nor shall any student be entitled to any right, compensation or benefits normally afforded to employees of Clinical Facility, including but not limited to, Social Security, unemployment and workers' compensation insurance.

21. Insurance Carried By District. District shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on District's policy) at a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain professional and comprehensive general liability insurance at a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, District shall ensure that such policy provides for notification to Clinical Facility at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at Clinical Facility pursuant to this Agreement at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Programs.

22. Automobile Insurance. District shall inform all students of the requirement to maintain automobile liability insurance or have posted the required surety bond which satisfies the minimum limits set forth by the State of California. Further, District shall maintain non-owned liability coverage at a minimum of one million dollars

(\$1,000,000) per occurrence. District shall require students to provide a copy of his/her motor vehicle record ("MVR") to College for the purposes of ensuring that students currently possess an acceptable driving record. A copy of the MVR shall be provided to College on an annual basis by students. District shall provide certificates evidencing all coverages referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program.

23. Insurance Carried By Clinical Facility Clinical Facility shall secure and maintain comprehensive general liability insurance covering personal injury, property damage, and general liability claims in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate with coverage for incidental contracts. A certificate of insurance must be provided that includes thirty (30) days notice of cancellation, modification, or reduction in said insurance. Clinical Facility shall deliver certificate(s) of insurance under Clinical Facility's comprehensive general liability insurance policy on or before the date of execution of this agreement. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall carry professional liability insurance for itself and each of its employee(s), partners, and/or representatives providing professional services at Clinical Facility, except for District's students and College faculty, in the amount of at least one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) in the aggregate. Clinical Facility shall provide District with thirty (30) days written notice prior to any cancellation, or reduction in said insurance. Upon request, District shall be provided a copy of said policy.

Clinical Facility shall provide workers' compensation coverage for each of its employees.

24. Student Health Records. College shall ensure that each student complies with Clinical Facility's requirements for immunizations and tests, including but not limited to an annual health examination, rubella, DT, tuberculin skin test and chest x-ray, if determined appropriate by Clinical Facility. College shall obtain written authorization from each student to release his/her medical/health records to Clinical Facility, and such records shall be forwarded to Clinical Facility upon request. Also, College shall ensure that all students are free from any mental or physical impairment that would prevent the student from meeting his/her training obligations at Clinical Facility. Clinical Facility, upon request, may require that any student returning from an extended absence caused by illness or injury submit to a physical examination or present a statement from a physician indicating that the student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of the student.

25. Student Medical Care. Clinical Facility shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program. Any emergency health care or first aid provided by Clinical Facility shall be billed to the student or District at Clinical Facility's normal billing rate for private-pay patients. Except as herein provided, Clinical Facility shall have no obligation to furnish medical or surgical care to any student or instructor.

26. Confidentiality of Student Records. Clinical Facility shall keep confidential and shall not disclose to any person or entity (i) student applications; (ii) student health records or reports; and or (iii) any student records as defined in California Education Code Section 76210 and the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. paragraph 1232(g), concerning any student participating in the rotation, unless disclosure is authorized by (i) the student in writing, or (ii) disclosure

is ordered by a court of competent jurisdiction. Clinical Facility shall adopt and enforce whatever policies and procedures are necessary to protect the confidentiality of student records as defined herein.

27. Verification. College warrants and represents that it has obtained all necessary approvals and consents from any and all agencies to enable Clinical Facility to offer the rotation to College's students participating in the Program. If requested by Clinical Facility, College will provide Clinical Facility with verification that the Program is duly licensed, duly accredited and/or certified, as applicable, by appropriate agencies. District covenants and agrees that at all times during the term hereof it shall retain such licensure, accreditation and/or certification, and its Program and faculty members shall continue to meet any and all federal, state and local requirements.

28. Indemnification by District. District agrees to indemnify, defend, and hold harmless Clinical Facility and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement or from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of District, including any acts, errors, or omissions of any officers, employees, instructors, students, or agents of District, for any costs and expenses incurred by Clinical Facility on account of any claims therefore except where such indemnification is prohibited by law.

29. Indemnification by Clinical Facility. Clinical Facility agrees to indemnify, defend, and hold harmless District and its authorized agents, officers, trustees, volunteers, employees, and students, from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Affiliation Agreement or from any cause whatsoever which may arise because of the negligence, misconduct or other fault of Clinical Facility, including any acts, errors, or omissions of any officers, employees, instructors, or agents of Clinical Facility, for any costs and expenses incurred by District on account of any claims therefore except where such indemnification is prohibited by law.

30. Governing Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of California.

31. Assignment. Neither party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other party, which can and may be withheld by either party in its sole and absolute discretion.

32. Effective Date Termination. This Agreement shall become effective on May 1, 2011 , and shall remain in effect for two (2) years.

33. Termination.

a. Termination without Cause. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party.

b. Termination for Cause. Clinical Facility may terminate this Agreement immediately for cause in the event that District (a) files for bankruptcy, is adjudicated bankrupt or has a receiver appointed for substantially all of its assets; (b) has any license or certifications required in order to carry out its duties under this Agreement revoked, suspended or otherwise restricted; or (c) fails to cure a material breach of this Agreement within thirty (30) days after written notice by Clinical Facility specifying the nature of such material breach.

34. Notices. Any notices to be given hereunder by either party to the other may be effectuated only in writing and delivered either by personal delivery, or by U.S. mail. Mailed notices shall be

addressed to the persons at the addresses set forth below, but each party may change the address by written notice in accordance with this paragraph.

Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of ten (10) days after mailing.

35. Publicity. Neither District nor Clinical Facility shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program without the prior written consent of the other party.

36. Compliance. District acknowledges that Clinical Facility's Corporate Responsibility Program ("CRP") applies to the services and obligations described herein and that all policies and procedures relating to this CRP are available and should be reviewed by District and designated staff and students of College who are providing services to Clinical Facility. District acknowledges that policies, procedures and handbooks are available for review by College and College's designated staff by accessing Clinical Facility's Intranet (Carenet), or by contacting the Compliance Officer at the Clinical Facility. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit, and inappropriate referrals. This CRP requires, and District hereby agrees, that any regulatory compliance concerns be promptly reported either to an appropriate Clinical Facility manager or through the Clinical Facility's Corporate Responsibility Hotline (877-808-8133). Further, District represents and warrants that individuals providing services hereunder shall not at any time have been sanctioned by a health care regulatory agency and that any investigations of District or College shall be promptly reported to a Clinical Facility manager or via the hotline (as above). Failure to abide by these compliance requirements shall give Clinical Facility the right to terminate this Agreement immediately at its sole discretion.

To Clinical Facility:

St. Joseph Home Health Agency

1845 W. Orangewood Ave. #200

Orange, Ca 92868

To College:

School of Nursing

15744 Golden West Street

Huntington Beach. CA 92647

With a copy to:

Coast Community College District
1370 Adams Avenue
Costa Mesa, California 92626

34. Entire Agreement. This Agreement and all attachments hereto constitute the entire agreement of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both parties.

Clinical Facility

Coast Community College District

By: Linda Glomp

By: _____

Typed Name: Linda Glomp

By: _____

Title: Executive Director

Title: President, Board of Trustees

Date: 4-13-2011

Date: _____

COAST COMMUNITY COLLEGE DISTRICT

STUDENT PARTICIPATION AGREEMENT

For The

Nursing Program - Golden West College and Allied Health Programs – Orange Coast College

This Student Participation Agreement (“Agreement”) is entered into by and between the Coast Community College District, a public educational agency (“District”) and _____ (“Student”), concerning the Student’s participation in a clinical experience rotation (“Clinical Rotation”) at a clinical facility (“Clinical Facility”).

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:

1. Compliance With Laws, Rules, and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state, and federal laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of the Clinical Coordinator.

2. Background Check. Students will be required to submit an application for, complete, and submit a pre-clinical background check. The background check will include a Social Security number and address verification, a three-county felony criminal history, seven-year history of a state sex offender search, and a Medicare/Medicare Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District, and must be completed prior to beginning the first Clinical Rotation. Student understands that the result of background checks will be provided to the clinical sites by the District before patient care or clinical work commences. The procedures for such background checks are set forth in the District’s written “Background Check Procedure” which will be provided upon request.

Student’s Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and not to review, disclose or reveal any confidential information to any third party without the express or prior written consent of the patient and/or healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and

understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 45 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the "Regulations"). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student's assignment and for which Student has been specifically authorized to review by Student instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade, and expulsion from District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District's governing board ("Board"), and each of its trustees, instructors, employees, agents, and representatives from any and all liability arising out of or in connection with Student's enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises such as the Clinical Rotation and the Clinical Facility. For the purpose of this release, "liability" means all claims, demands, losses, causes of action, suits, or judgments of any kind that Student or Student's heirs, executors, administrators, or assigns may have against District, and any of its trustees, employees, agents, or representatives, or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student's failure to pass any course or class or obtain any particular grades, personal injury, accident, illness, or death, or because of any loss of or damage to property that occurs to Student or Student's property during Student's participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, such as the Clinical Rotation and the Clinical Facility. that result from any cause, including but not limited to District's or its trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud or willful misconduct.

Student's Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student's training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood pathogens, illness, personal injuries, and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's Initials _____

7. No Right to Employment; Removal. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a. Students entering the clinical phase of their education shall read and familiarize Student with all the rules, regulations, and obligations of the Clinical Facility and shall at all times strictly abide thereby:

b. Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola, and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by District or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c. Any Student participating in a Rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d. All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Students CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e. In programs which require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f. Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft soled shoes are required. A facility ID badge provided by Clinical Facility will be provided that must be worn at all times at Clinical Facility site. The ID badge shall be returned to Hoag Hospital at conclusion of Student's clinical experience. See Student's program director or clinical coordinator for specific requirements for Student's program.

g. Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h. Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Acknowledgement. Student has read this Agreement including the background check requirement in Section 2, the release requirements in Section 5, and the assumption of risk provisions in Section 6. Student has read and agrees to abide by and comply with all terms of this Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade, and possible expulsion from District and any of its colleges.

Dated: _____

Student

Student ID Number

CLINICAL TRAINING AFFILIATION AGREEMENT

(Without School Instructor on Hospital Premises)

This Clinical Training Affiliation Agreement ("Agreement") is made and entered into as of the later of May 1, 2011 or the execution of the Agreement by both parties (the "Effective Date") by and between St. Joseph Hospital of Orange ("Hospital"), and **Coast Community College District (Golden West College)** ("School").

RECITALS

A. Hospital is a California nonprofit public benefit corporation that operates a general acute care hospital accredited in accordance with the standards of the Joint Commission and licensed by the California Department of Public Health.

B. School is an institution of higher learning authorized pursuant to California law to offer health care program(s) and to maintain classes and such program(s) at hospitals for the purpose of providing clinical training for students in such classes.

C. Hospital operates clinical facilities within Hospital which are suitable for School's clinical training programs ("the Program(s)") in the area of **Nursing**. School desires to establish the Program(s) at Hospital for the students of the School enrolled in the Program(s). Hospital desires to support the Program(s) to assist in training students of School.

D. The purpose of this Agreement is to set forth the terms and conditions pursuant to which the parties will institute the Program(s) at Hospital.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein and for such other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. RESPONSIBILITIES OF SCHOOL

1.1 Academic Responsibility. School shall develop the Program(s) curriculum and shall be responsible for offering a health care education Program eligible, if necessary, for accreditation and approval by any state board or agency.

1.2 Number of Students. School shall designate and notify Hospital of the students who are enrolled and in good standing in the Program(s) to be assigned for clinical training at Hospital in such numbers as are mutually agreed upon between Hospital and School. School and Hospital will also mutually agree to the dates and length of the Program(s).

1.3 Orientation. School shall provide orientation to all students and ensure that all students receive clinical instruction and have necessary basic skills prior to the clinical experience at Hospital.

1.4 Discipline. School shall be responsible for counseling, controlling, disciplining and

all activities of students at Hospital.

1.5 Documentation. School shall maintain all attendance and academic records of students participating in the Program(s). School shall implement and maintain an evaluation process of the students' progress throughout the Program(s).

1.6 Background Check. School shall conduct a background check on each student. At a minimum, the background check shall include the following: verification of identity (social security trace); criminal background check in all counties of residence and employment for the last seven (7) years; motor vehicle records trace; and Office of Inspector General ("OIG") sanction trace.

1.7 Health Clearance. School shall ensure that each student complies with Hospital's requirements for immunizations, tests, and required education including but not limited to: (a) an annual health examination, (b) Proof of TB skin test (Mantoux) within previous 12 months, repeated annually, If known skin test positive, baseline chest x-ray, annual symptom screen and repeat CXR if annual symptom review is positive. (c) Proof of immunization or immune titers to Rubeola, Rubella and Varicella, (d) proof of Tetanus, Diptheria, and Acellular Pertussis (Tdap) immunization, (e) proof of Hepatitis B vaccine, and (f) proof of annual Influenza vaccination, or declination statement for (b)-(f). School shall provide (a) proof of Aerosol Transmissible Disease (ATD) training on hire and at least annually including elements required by the Cal/OSHA ATD Standard, and (b) proof of Bloodborne Pathogen training on hire and at least annually thereafter including elements required by the Cal/OSHA Bloodborne Pathogen Standard.

1.8 Hospital Policies and Procedures. School shall ensure that each student is aware of and understands all applicable Hospital policies and procedures and shall require each student to conform to all such Hospital policies, procedures, regulations, standards for health, safety, cooperation, ethical behavior, and any additional requirements and restrictions agreed upon by representatives of Hospital and School. School shall instruct students that they are not permitted to interfere with the activity or judgment of the health care providers at Hospital in administering care to patients in the context of training.

1.9 Supplies and Equipment. School shall provide and be responsible for the care and control of educational supplies, materials, and equipment used for instruction during the Program(s). School shall also be responsible, as between Hospital and School, for the cost of travel expenses and transportation, if any, incurred by students as a result of the Program(s).

1.10 Confidentiality. School shall instruct students regarding confidentiality of patient information. No student shall have access to or have the right to review any medical record or quality assurance or peer review information except where necessary in the regular course of the Program(s). School shall ensure that all students maintain the confidentiality of any and all patient and other information received in the course of the Program(s). Further, School shall ensure that students do not discuss, transmit, or narrate in any form any patient information of a personal nature, medical or otherwise, except as a necessary part of the patient's treatment plan or the Program(s).

1.11 Insurance. School shall ensure that all students maintain professional liability insurance coverage (either independently or as an additional insured on School's policy) at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School agrees to maintain professional and comprehensive general liability insurance at a minimum of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in aggregate throughout the course of this Agreement. Further, School shall ensure that such policies provide for notification to Hospital at least thirty (30) days in advance of any material modification or cancellation of such coverage. School also agrees to maintain statutory Workers' Compensation

coverage on any individuals characterized as employees of School working at Hospital pursuant to this Agreement at all times during the course of this Agreement. School shall provide certificates evidencing all coverage referred to in this section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis except that, with respect to students, such evidence will be provided prior to the date when any new student commences participation in the Program(s).

1.12 Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, or subcontractors.

1.13 Accreditation. School shall at all times during the course of this Agreement be licensed or qualified to offer the Program(s) to students.

2. RESPONSIBILITIES OF HOSPITAL

2.1 Access. Hospital shall permit nonexclusive access to the Program(s) to those students designated by School as eligible for participation in the Program(s) at Hospital provided such access does not unreasonably interfere with the regular activities at Hospital. Hospital agrees to provide qualified students with access to clinical areas and patient care opportunities as appropriate to the level of understanding and education of such students and as appropriate to the provision of quality care and privacy of Hospital patients.

2.2 Implementation of Program(s). Hospital agrees to cooperate with and assist in the planning and implementation of the Program(s) at Hospital for the benefit of students from School.

2.3 Instruction. Hospital shall instruct students in their clinical training at Hospital with the supervision of a fully licensed professional, if applicable, relevant to the students' specific course of clinical training.

2.4 Accreditation. Hospital shall maintain Hospital so that it conforms to the requirements of the California Department of Public Health and the Joint Commission.

2.5 Patient Care. Pursuant to the California Code of Regulations ("CCR"), Title 22, Section 70713, School understands and agrees that Hospital, with its Medical Staff, retains professional and administrative responsibility for Services rendered to Hospital patients. Further, School and students shall conduct their respective activities hereunder consistent with relevant law and regulation, the Medical Staff Bylaws, the Medical Staff Rules and Regulations, Hospital policy and procedures, Emergency Medical Treatment and Active Labor Act ("EMTALA"), Title 22, the standards and requirements under the Joint Commission, professional standards, Hospital philosophy and values and the Ethical and Religious Directives for Catholic Health Facilities. The parties understand and agree that this provision is intended to fulfill requirements of the Joint Commission and state law and is not intended to modify the independent contractor relationship nor indemnification requirements between the parties herein.

2.6 Space and Storage. At Hospital's discretion, it will provide students with classroom space within Hospital and an acceptable amount of storage space for School's instructional materials for use in the Program(s), subject to reasonable availability..

2.7 Removal of Students. Hospital shall have the absolute right to determine who will administer care to its patients. In the event that any student, in the sole discretion of Hospital, fails to perform satisfactorily, fails to follow Hospital policies, procedures and regulations, or fails to meet Hospital standards for health, safety, security, cooperation or ethical behavior, Hospital shall have the right to request that School withdraw the student from the Program(s). School shall comply with Hospital's request within five (5) days of receipt of notice from Hospital. Notwithstanding the foregoing, in the event of any emergency or if any student represents a threat to patient safety or personnel, Hospital may immediately exclude any student from Hospital until final resolution of the matter with School.

2.8 Documentation. Hospital agrees to make available to qualified students of School a copy of its policies and procedures, rules and regulations, and other relevant information in order that students obtain the benefit of such documentation and in order that students comply with such policies and rules. Such copy is available at Hospital's facility for review.

2.9 First Aid. Hospital shall be available to provide necessary emergency health care or first aid, within its capacity, to students participating in the Program(s). Any emergency health care or first aid provided by Hospital shall be billed to the student or School at Hospital's normal billing rate for private-pay patients. Except as herein provided, Hospital shall have no obligation to furnish medical or surgical care to any student.

2.10 Statement of Adequate Staffing. Hospital acknowledges that it has adequate staffing and that students participating in the Program(s) shall not be substituted for nursing staff necessary for reasonable staffing coverage.

2.11 Authority. Hospital shall maintain at all times full authority over and responsibility for care of its patients and may intervene and/or redirect students when appropriate or necessary.

3. RELATIONSHIP OF THE PARTIES

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for three (3) year(s) unless terminated sooner as provided herein.

3.2 Termination. Either party may terminate this Agreement at any time and for any reason upon at least thirty (30) days prior written notice to the other party. To the extent reasonably possible, Hospital will attempt to limit its termination of this Agreement without cause so as to allow the completion of student training for the then current academic year by any student who, at the date of mailing of said notice by Hospital, was satisfactorily participating in the Program(s).

3.3 Independent Contractor. In the performance of the obligations under this Agreement, it is mutually understood and agreed that School is at all times acting and performing as an independent contractor. Nothing in this Agreement is intended nor shall be construed to create between Hospital and School an employer/employee relationship, a joint venture relationship, or a lease or landlord/tenant relationship. Students shall maintain the status of learners and neither this Agreement nor any acts pursuant to it shall be deemed to create an employment or agency relationship between Hospital and any student. Therefore, the parties understand and agree that Hospital is not responsible in any way, directly or indirectly, for any employment-related benefits for students. Such benefits not covered include but are not limited to, salaries, vacation time, sick leave, Workers' Compensation, and health benefits. The sole interest of Hospital is to assure that services to its patients are performed in a competent and satisfactory manner. No relationship of employer and employee is created by this Agreement, and neither School nor any student enrolled in School's Program(s), whether as a shareholder, partner,

employee, independent contractor, subcontractor or otherwise, shall have any claim under this Agreement or otherwise against Hospital for vacation pay, sick leave, retirement benefits, Social Security, Workers' Compensation, disability or unemployment benefits. School shall indemnify and hold harmless Hospital from any and all liability for fees, compensation, wages and benefits of itself or its students, and from taxes on business income and other costs and expenses of an employer that Hospital would incur if, contrary to the parties' intention, School or its students are determined to be employees of Hospital.

3.4 Role of Students. It is not the intention of School or Hospital that any student occupy the position of third-party beneficiary of any obligations assumed by Hospital or School pursuant to this Agreement.

3.5 Publicity. Neither School nor Hospital shall cause to be published or disseminate any advertising materials, either printed or electronically transmitted, which identifies the other party or its facilities with respect to the Program(s) without the prior written consent of the other party.

3.6 Records. It is understood and agreed that all records, other than student evaluation records and information, shall remain the property of Hospital.

4. GENERAL PROVISIONS

4.1 Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement. The parties agree to amend this Agreement to the extent reasonably necessary for Hospital or its affiliates to comply with its tax-exempt bond obligations and covenants, to maintain tax-exempt status, and to qualify for tax-exempt financing.

4.2 Assignment. School shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of Hospital. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

4.3 Compliance. School acknowledges and agrees to abide by Hospital's Corporate Responsibility Program ("CRP") and acknowledges that copies of the policies, procedures and handbooks describing the CRP are available to School and School's students. This CRP is intended to prevent compliance violations and to promote education related to fraud, abuse, false claims including but not limited to the Deficit Reduction Act provisions, excess private benefit and inappropriate referrals. School hereby agrees, that it shall promptly report any regulatory compliance concerns either to an appropriate Hospital manager or through the Hospital's Corporate Responsibility Hotline (866-913-0275). Failure to abide by the CRP compliance requirements shall give Hospital the right to terminate this Agreement immediately at its sole discretion.

4.4 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

4.5 Non-Discrimination. Neither party shall discriminate unlawfully against any student on the basis of race, age, religion, sex, color, creed, national origin, handicap, disability or sexual preference. In addition, the parties will fully comply with any and all applicable local, state and federal anti-discrimination regulations, statutes and judicial decisions.

4.6 Notices. Any and all notices permitted or required by this Agreement shall be in writing and shall be deemed to have been duly given (a) on the date personally delivered; (b) three business days after being mailed by United States post, certified and return receipt requested; or (c) one business day after being sent by nationally recognized overnight courier, properly addressed as follows or such other address as may later be designated by the party:

If to Hospital: St. Joseph Hospital of Orange
1100 W. Stewart Drive
Orange, CA 92863-5600
Attn: Katie Skelton, VP of Patient Care Services

If to School: _____

Attn: _____

4.7 Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

4.8 Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

“HOSPITAL”

By:
Its: Katie Skelton, VP of Patient Care Services
Date: _____

“SCHOOL”

By: _____
Printed Name: _____
Title: _____
Date: _____

COAST COMMUNITY COLLEGE DISTRICT

STUDENT PARTICIPATION AGREEMENT

For The

Nursing Program - Golden West College and Allied Health Programs – Orange Coast College

This Student Participation Agreement (“Agreement”) is entered into by and between the Coast Community College District, a public educational agency (“District”) and _____ (“Student”), concerning the Student’s participation in a clinical experience rotation (“Clinical Rotation”) at a clinical facility (“Clinical Facility”).

In consideration of District allowing Student to participate in the Clinical Rotation at Clinical Facility, Student hereby agrees with the following requirements for participation:

1. Compliance With Laws, Rules, and Regulations. While participating in the Clinical Rotation, Student at all times shall abide by and comply with all applicable local, state, and federal laws, rules, statutes, ordinances, regulations, policies, and procedures, including but not limited to those of District and Clinical Facility. The supervision of Student at Clinical Facility shall be the responsibility of the Clinical Coordinator.

2. Background Check. Students will be required to submit an application for, complete, and submit a pre-clinical background check. The background check will include a Social Security number and address verification, a three-county felony criminal history, seven-year history of a state sex offender search, and a Medicare/Medicaid Sanctioned Fraud List verification (OIG/GSA search). The background checks will be performed by a service approved by the District, and must be completed prior to beginning the first Clinical Rotation. Student understands that the result of background checks will be provided to the clinical sites by the District before patient care or clinical work commences. The procedures for such background checks are set forth in the District’s written “Background Check Procedure” which will be provided upon request.

Student’s Initials _____

3. No Unsupervised Patient Care. There shall be no direct, hands-on patient care by any Student participating in the Clinical Rotation unless said care is provided under the supervision and control of medical or nursing staff and in conformance with all applicable laws, rules, regulations, statutes, ordinances, and policies.

4. Confidentiality. Student hereby understands that patient records are confidential and that confidentiality is protected by the rules and regulations of District, all healthcare providers where Student may receive clinical experience and by federal law. Student therefore hereby agrees to keep strictly confidential and hold in trust all confidential information of any healthcare provider and/or its patients and not to review, disclose or reveal any confidential information to any third party without the express or prior written consent of the patient and/or healthcare provider.

Student has been advised of and is aware of the federal Health Insurance Portability and Accountability Act of 1996 as codified at 42 U.S.C. § 1320 through d-8 (“HIPAA”) and

understands the requirements and regulations promulgated thereunder requiring strict confidentiality of patient records. Student understands the federal privacy regulations as contained in 45 C.F.R. Part 164 and the federal security standards as contained in 45 C.F.R. Part 142 (collectively the "Regulations"). Student shall not use or further disclose any protected health information of the patient or any information as defined in 45 C.F.R. 164.504, or individually identifiable health information in 42 U.S.C. § 1320d (collectively the "Protected Health Information"), other than as permitted in writing by the healthcare provider and the requirements of HIPAA or its regulations. Student further understands that Student is only allowed to review patient records that are directly related to Student's assignment and for which Student has been specifically authorized to review by Student instructor.

Violations of this confidentiality protection by Student shall subject Student to immediate removal from any clinical experience, a possible failing grade, and expulsion from District and any of its colleges.

5. Release and Hold Harmless. Student hereby releases, discharges, and agrees to hold harmless District, District's governing board ("Board"), and each of its trustees, instructors, employees, agents, and representatives from any and all liability arising out of or in connection with Student's enrollment in the nursing program (Golden West College) or allied health programs (Orange Coast College) and participation in its classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercises such as the Clinical Rotation and the Clinical Facility. For the purpose of this release, "liability" means all claims, demands, losses, causes of action, suits, or judgments of any kind that Student or Student's heirs, executors, administrators, or assigns may have against District, and any of its trustees, employees, agents, or representatives, or that any other person or entity may have against District, Board, College, and any of their trustees, instructors, employees, agents, and representatives because of Student's failure to pass any course or class or obtain any particular grades, personal injury, accident, illness, or death, or because of any loss of or damage to property that occurs to Student or Student's property during Student's participation in the nursing program or allied health program including classes, training courses, activities, field trips, practice sessions, hospital clinical experiences, and related exercise, such as the Clinical Rotation and the Clinical Facility. that result from any cause, including but not limited to District's or its trustees', employees', agents', or representatives' own passive or active negligence or other acts other than fraud or willful misconduct.

Student's Initials _____

6. Acknowledgement of Inherently Dangerous Activities and Assumption of the Risk Thereof. Student acknowledges that the nature of Student's training in the nursing program/allied health programs may involve dangerous and hazardous activities, including but not limited to exposure to disease, blood pathogens, illness, personal injuries, and possible death. Student acknowledges the inherently hazardous and dangerous nature of these activities and voluntarily participates therein and assumes all risk of injury, illness, or death from Student's participation therein. Student represents and warrants that Student is mentally and physically fit, capable, able, and willing to participate in these inherently hazardous and dangerous activities without any limitations.

Student's Initials _____

7. No Right to Employment; Removal. Student understands and agrees that Student's participation in the Clinical Rotation does not create any right to employment at Clinical Facility. Student understands and agrees that Student may be removed from the Clinical Rotation at any time for any reason, except in violation of any law. If Student is asked to leave by any representative of Clinical Facility, Student shall do so promptly and without protest.

8. General Rules.

a. Students entering the clinical phase of their education shall read and familiarize Student with all the rules, regulations, and obligations of the Clinical Facility and shall at all times strictly abide thereby:

b. Clinicals are scheduled courses with specific days and times. Student is to adhere to these and adjust any outside work or activities accordingly. Student must complete a physical within a six-month period prior to the start of the clinical phase (see supplied form). The physical may be completed at the college health center, Student's private physician, or group health care facility. Blood work, urinalysis, and annual T.B. tests or chest x-rays are required as may be immunizations (rubella, rubeola, and varicella titre) or proof of immunity. Hepatitis B vaccine is highly recommended by District or waiver must be signed. Certain clinical sites will not allow Student participation without Hepatitis B vaccination. The completed information must be returned to the clinical coordinator or director of Student's program. See Student's program or clinical coordinator for specific details.

c. Any Student participating in a Rotation shall, at the request of Clinical Facility, provide a current statement from a physician that the Student is in good health and capable of participating in the Rotation. Clinical Facility may require that any Student, returning from an extended absence caused by illness or injury, submit to a physical examination or present a statement from a physician indicating that the Student is capable of resuming clinical activities. Any such physical examination shall be the financial responsibility of Student.

d. All Students in a clinical rotation must have an active CPR card (per specific program protocol). If Students CPR card expires at any time during clinical training, it is Student's responsibility to become recertified. Student will be removed from clinical experience rotation if Student does not have an active CPR card.

e. In programs which require Allied Health 115 – Patient Care, Student must enroll in Patient Care just prior to entry into the clinical phase, in accordance with the program schedule sequence. Students taking Allied Health 115 will become CPR certified.

f. Student must adhere to appropriate dress code and grooming standards designated by Clinical Facility. This may include a laboratory coat or uniform. Closed, soft soled shoes are required. A facility ID badge provided by Clinical Facility will be provided that must be worn at all times at Clinical Facility site. The ID badge shall be returned to Hoag Hospital at conclusion of Student's clinical experience. See Student's program director or clinical coordinator for specific requirements for Student's program.

g. Specific clinical sites may have certain health related requirements and may include drug testing, Hepatitis B vaccination, or blood work. Student is expected to meet the requirements of the site when scheduled to be at that site. There may be exposure to hazardous materials and blood borne pathogens in the clinical setting. Student must adhere to all safety and universal precautionary measures.

h. Student must have adequate reliable transportation to the clinical site and will be responsible for parking.

9. Acknowledgement. Student has read this Agreement including the background check requirement in Section 2, the release requirements in Section 5, and the assumption of risk provisions in Section 6. Student has read and agrees to abide by and comply with all terms of this Agreement. Student understands that failure to abide by and comply with any term may subject Student to immediate removal from any clinical experience, a possible failing grade, and possible expulsion from District and any of its colleges.

Dated: _____

Student

Student ID Number

Academic Partner Agreement Addendum

This Academic Partner Agreement Addendum (this "Addendum") is entered into effective as of April 7, 2011 (the "Effective Date") by and between Career Step, LLC ("Career Step") and Golden West College (the "Academic Partner") as an addendum to that certain Academic Partner Agreement dated June 17, 2010 by and between Career Step and Academic Partner (as amended, the "Agreement"). Capitalized terms used herein and not defined herein shall have the meanings given in the Agreement.

Pursuant to the terms of the Agreement, Academic Partner offers one or more of Career Step's online training Programs to its students. Career Step and Academic Partner desire to amend and supplement the Agreement to permit Academic Partner to offer new Programs to its students on the terms and subject to the conditions contained in the Agreement and this Addendum. In addition, Career Step and Academic Partner desire to adopt the attached Appendix A and the terms thereof as the Appendix A to the Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, the parties hereto mutually agree as follows:

1. Additional Products and Services. The parties agree that, effective as of the Effective Date of this Addendum, the Programs to be offered by Career Step to Academic Partner under the Agreement shall be supplemented to include programs on attached Appendix A.
2. Appendix A to the Agreement. The parties further agree that Appendix A to this Addendum shall be Appendix A to the Agreement, shall supersede and replace any prior Appendix A to the Agreement and shall govern the offering of the Programs by Career Step under the Agreement.
3. Notices. All notices, demands, requests or other communications required or permitted under the Agreement will be deemed given when (i) personally delivered; (ii) upon receipt after being sent by registered U.S. mail, return receipt requested; (iii) upon receipt after being sent by commercial overnight courier service with tracking capabilities; or (iv) facsimile (with confirmation of delivery) to the address or facsimile number of the party set forth below, or such other address or facsimile number as such party last provided to the other party by written notice in accordance with this Section 3.

If to Career Step:

Career Step, LLC
4692 N 300 W, Suite 150
Provo, UT 84604
Facsimile: (801) 491-9766
Attn: Mike Hodgson

If to Academic Partner:

GWC Community Services
15744 Goldenwest Street
Huntington Beach, CA 92647
Facsimile: (714) 895-8944
Attn: Candy Lundell

4. Effectiveness; No Other Changes. This Addendum is intended to amend and add to the Agreement and is not intended to supersede or replace any provision of the Agreement, except to the extent expressly contemplated by this Addendum, in which case the provision of this Addendum shall control. On or after the Effective Date, each reference to the Agreement shall mean the Agreement as amended hereby. Except as specifically amended herein, the Agreement is unmodified and shall remain in full force and effect and is hereby ratified and confirmed. The execution of this Addendum shall not

operate as a waiver of any right, power or remedy of Career Step or Academic Partner, nor constitute a waiver by Career Step or Academic Partner of any provision of the Agreement.

5. Miscellaneous. The provisions of Section 13 the Agreement are incorporated herein in full by reference as if each such provision were restated herein in its entirety.

IN WITNESS WHEREOF, Career Step and Academic Partner have executed and delivered this Addendum to the Agreement by their duly authorized representatives on the respective dates shown below, but effective as of the Effective Date.

Golden West College

Career Step LLC

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Mike Hodgson
Title: Vice President Academic Partners
Date: _____

APPENDIX A

THE PROGRAM(S)

1. Programs Offered Hereunder. Career Step will offer the following Programs pursuant to the Academic Partner Agreement to which this Appendix A is attached:

<u>Program Name</u>			
Inpatient/Outpatient Medical Coding & Billing			
(Includes reference books, student support, and career guidance)			
Student Price	\$2299.95*	Academic Partner Price	\$1850.00
		Shipping for included materials	\$49.95
		Total	\$1899.95
Outpatient Medical Coding & Billing			
(Includes reference books, student support, and career guidance)			
Student Price	\$1934.95*	Academic Partner Price	\$1575.00
		Shipping for included materials	\$59.95
		Total	\$1634.95
Medical Transcription Editor			
(Includes foot pedal, BenchMark KB 15-month subscription, AHDI 15-month membership, student support, placement assistance, and career guidance)			
Student Price	\$2389.95*	Academic Partner Price	\$1975.00
		Shipping for included materials	\$14.95
		Total	\$1989.95
Medical Transcription Editor Supplement			
(Includes student support)			
Student Price	\$600.00	Academic Partner Price	\$500.00
Medical Transcription			
(Includes foot pedal, BenchMark KB 15-month subscription, AHDI 15-month membership, student support, placement assistance, and career guidance)			
Student Price	\$1889.95*	Academic Partner Price	\$1575.00
		Shipping for included materials	\$14.95
		Total	\$1589.95
Pharmacy Technician			
(Includes reference book, student support, and career guidance)			
Student Price	\$1805.95*	Academic Partner Price	\$1545.00
		Shipping for included materials	\$10.95
		Total	\$1555.95

Medical Administrative Assistant			
(Includes reference guides, student support, and career guidance)			
Student Price	\$1209.95*	Academic Partner Price	\$995.00
		Shipping for included materials	\$14.95
		Total	\$1009.95
Administrative Assistant			
(Includes reference guides, student support, and career guidance)			
Student Price	\$909.95*	Academic Partner Price	\$745.00
		Shipping for included materials	\$14.95
		Total	\$759.95

*Student price includes shipping.

2. Program Fees. Academic Partner will pay to Career Step the Programs Fees for each Student enrolled in an applicable Program.
3. Agreed Tuition. Academic Partner agrees to charge its Students for each Program that is offered by Academic Partner the applicable Student Price for such Program, except that Academic Partner may charge up to \$100.00 more than the applicable Student Price for a Program to any student to whom Academic Partner issues a certificate upon graduation.
4. Supplementary Materials. Students enrolling in any of the full training programs (excluding Medical Transcription Editor Supplement) have the option of purchasing a text companion through Career Step.
5. Collection of Program Fees. Academic Partner will collect and remit to Career Step the standard fees for all Students enrolled in each Program and will remit such amounts to Career Step within thirty (30) days after the date of each invoice provided by Career Step to Academic Partner.
6. Program Fee Changes. All prices listed are subject to change from time to time; provided that no price change shall be effective until at least three (3) months following written notice thereby by Career Step to Academic Partner, unless otherwise agreed by Career Step and Academic Partner.
7. Refunds. Notwithstanding any policy or practice of Academic Partner, all Program Fees are non-refundable after a Student has been enrolled in the applicable Program for more than 14 days. During the initial 14-day period following enrollment, the applicable Program is 100% refundable, other than a \$50.00 administrative fee and any shipping and handling expenses incurred by Career Step in return of Program materials, which will be paid by Academic Partner. All such materials must be returned in good condition for full credit.
8. Program Timing and Extensions. Students may take the final examination for any Program up to three times. Inpatient/Outpatient Medical Coding & Billing, Outpatient Medical Coding & Billing, Medical Transcription Editor, and Medical Transcription enrollments shall be for a one-year term. Pharmacy Technician, Medical Administrative Assistant, and Administrative Assistant enrollments shall be for a 6-month term. Medical Transcription Editor Supplement enrollments shall be for a 4-month term. If permitted by Academic Partner, a Student may extend his/her Career Step enrollment beyond the initial enrollment period upon payment of the applicable Program Extension Fee as in effect by Career Step at the time of the extension purchase. There is currently no limit to the number of extensions, provided that Program Extension Fees are paid from the time of the expiration of their initial enrollment period.

9. Student Enrollment. Career Step will provide an electronic “click wrap license” in the form of an “end-user agreement” presented at the beginning of each Program’s training materials. All Students will be required to agree to the terms of such end-user agreement prior to use of the Program. The agreement is subject to change at any time.

10. System Requirements. Academic Partner shall inform all Students in writing of the following technology system requirements at or prior to time of registration:

Hardware:

- Active internet connection (High speed/Broadband connection recommended)
- 800 X 600 minimum resolution (1024 X 768 or higher recommended)
- Sound card and speakers (Earphones recommended)
- Available USB port

Software:

- Adobe Flash Player (ver. 10 or higher)
- Windows Media Player (ver. 10 or higher) or Quicktime Player (ver. 7 or higher)
- PDF reader

Browser:

- Internet Explorer 7.x/8.x
- Firefox 3.x *
- Safari 4.x or greater (Mac only)*
- Javascript and cookies must be enabled

Operating System:

- Microsoft Windows (XP®, Vista®, 7 with latest service pack)
- Mac OS X (10.4.11 or greater)*

* NOTE: The Medical Transcription Editor and Inpatient and Outpatient Medical Coding and Billing Programs both include third party software tools that make the training only compatible with Microsoft Windows and Internet Explorer 7.x or 8.x.

11. Changes in Offered Programs. Career Step may amend the Programs offered under this Agreement by delivery to Academic Partner of a new Appendix A. Each Appendix A will amend and supersede every Appendix A delivered by Career Step prior to the date of such new Appendix A.

Supplementary Materials

Inpatient/Outpatient Coding & Billing	Price
Text Companion Upgrade	\$175.00, plus shipping
Shipping Fee per Program for Text Companion	\$64.95

Outpatient Coding & Billing	Price
Text Companion Upgrade	\$175.00, plus shipping
Shipping Fee per Program for Text Companion	\$74.95

Medical Transcription Editor	Price
Text Companion Upgrade	\$350.00, plus shipping
CD Companion Upgrade	\$75.00, plus shipping
Shipping Fee per Program for Text Companion	\$29.95

Medical Transcription	Price
Text Companion Upgrade	\$275.00, plus shipping
CD Companion Upgrade	\$75.00, plus shipping
Shipping Fee per Program for Text Companion	\$29.95

Pharmacy Technician	Price
Text Companion Upgrade	\$275.00, plus shipping
Shipping Fee per Program for Text Companion	\$29.95

Medical Administrative Assistant	Price
Text Companion Upgrade	\$275.00, plus shipping
Shipping Fee per Program for Text Companion	\$29.95

Administrative Assistant	Price
Text Companion Upgrade	\$275.00, plus shipping
Shipping Fee per Program for Text Companion	\$29.95

Miscellaneous

All Programs: Text Companion Shipping Fee if ordered separately	\$29.95
--	---------

**EDUCATION SERVICES AGREEMENT
FOR VOLUNTARY EDUCATIONAL SERVICES
BETWEEN
COMMANDING OFFICER
NAVY SUBMARINE BASE, KINGS BAY
KINGS BAY, GEORGIA
AND
COAST COMMUNITY COLLEGE DISTRICT
(COASTLINE COMMUNITY COLLEGE)
FOUNTAIN VALLEY, CA**

I. SCOPE OF AGREEMENT

A. Parties Involved. This agreement, entered into and effective on 5 May 2011, between the Commanding Officer, NAVY SUBMARINE BASE, KINGS BAY, KINGS BAY, GEORGIA United States Navy, hereinafter called the "CO", and the Coast Community College District (Coastline Community College), Fountain Valley, CA, hereinafter called the "AI," is for specified educational services offered only through Coastline Community College, as described herein, is effective for three years from date of signature.

B. Contractual Agreement.

1. This agreement is not to be construed in any way as giving rise to a contractual obligation of Navy funds to the AI.

2. This agreement may be amended only by mutual consent, in writing, of both parties unless either party is required to change the agreement by statutes, executive orders, directives or other government requirements.

C. Administration of the Agreement.

1. This agreement shall be administered on the CO's part by the Director of the Navy College Office (NCO), Navy Submarine Base, Kings Bay, GA designated as his technical representative, for the purpose of inspection and acceptance of services furnished.

2. This agreement shall be administered on the AI's part by the Dean, Military/Contract Education Programs (or designee). Accordingly, administrative actions by the Dean, Military/Contract Education Programs (or designee) affecting this agreement must be coordinated with the CO prior to taking such actions.

II. RESPONSIBILITIES OF THE COMMANDING OFFICER

A. Logistical Support. The CO shall be responsible for determining, in accordance with Navy College Program policy, the local voluntary education program needs for the military population to be served and for selecting the off-duty educational programs to be provided on base. The CO shall provide support essential to operating effective educational programs. This support includes:

1. Logistical support shall apply to the conduct of services contained by this agreement by the AI to the extent that it does not interfere with the U. S. military mission and is consistent with pertinent government regulations. The Navy shall incur no liability by reason of any change in logistic support arrangements, regulations or manuals. Should any government regulation be changed during the period of this agreement, such change will be effective immediately and shall become part of this agreement without the concurrence of the AI. Failure to provide any of the support set forth due to a change in any cited government regulation shall impose no liability on the U. S. Government.

2. Office Space. Office space will be provided for AI personnel. The adequacy of office space shall be discussed between the parties; however, final determination shall be made by the CO.

3. Classroom Space. Classroom space will be provided for AI personnel and students to conduct testing as may be required, based on space available.

4. Repairs and Utilities. Provide repairs as required to maintain office and classroom space in good condition. "Good condition" shall be determined by the CO.

5. Office and Classroom Furnishings. Provide standard office furnishings, desks and chairs, within available resources. The AI will provide any additional or specialized equipment required to operate the office.

6. Janitorial Services. Janitorial services shall be provided by the CO to maintain office spaces in good condition. How this requirement will be met is at the discretion of the CO. The AI shall be responsible for leaving the office and classroom spaces in a clean condition and in the same order at the end of each work day.

B. Education Services Evaluation.

1. The CO, shall, at his option, evaluate the overall performance of the AI and their administrative functions and determine if such is in conformity with this agreement.

2. Within ten days of such evaluation, the CO shall provide his findings in writing to the AI. The AI shall have thirty calendar days to correct any violations of this agreement.

C. Reports. The CO shall provide the format for reports and other records required to support this agreement.

D. Publicity.

1. The CO shall assist in publicizing the AI education programs within the geographical area of Naval Submarine Base, Kings Bay, Georgia, encompassed by this agreement. Assistance can include use of the Base Plan of the Day/Week, Base newspapers, Base radio/TV station, bulletin boards, electronic kiosks and other appropriate internal media.
2. All publicity input and materials shall be submitted by the AI for review and approval to the CO prior to dissemination.
3. AI staff may be invited to accompany NCO staff to activities such as Command Indoctrination Programs and General Military Training (GMT) sessions.
4. AI will assume responsibility for the costs of reproduction of materials, advertisement space/time, etc. The CO will identify the location(s) that the AI can place their materials but the AI will be solely responsible for distributing the materials.

E. Security and Safety. The NCO Director will establish internal procedures specific to the unique circumstances of day and night operations of on-base college programs.

1. These policies will reflect the required base security policies to ensure assigned work and storage areas located within the Navy College Education Center and Library are secured.
2. The NCO staff reserves the right to have any student or AI employee temporarily leave the NCO facilities or Library for reasons of personnel safety or security. A verbal request for the person to leave may be followed up by SUBASE security involvement as necessary. Notification will be made to the AI and CO within 24 hours of the action.

III. RESPONSIBILITIES OF THE ACADEMIC INSTITUTION

A. Educational Services Provided.

1. Advisement services pertaining to programs will be provided, by a qualified school representative, in the Navy College Office. The advisement services may be provided to the following personnel, listed in order of priority to services.
 - a) Military personnel (active and reserve)
 - b) Retired military personnel
 - c) Department of the Navy and Department of Defense civilian employees
 - d) Family members of any individuals in a) through c) above.

2. Advisement services will be provided a minimum of eight hours per week.
3. The school representative will provide information and educational materials on SUBASE Kings Bay.
4. The school representative will provide the Director, Navy College Office appropriate monthly reports as requested (e.g. monthly student visits report).
5. The institution agrees that employee's salaries will not be based on the number of persons solicited or enrolled in their programs as a result of their presence on the installation. This includes, but is not limited to, paying commissions, bonuses, or any other incentive award(s) to include students affiliated with the institution's program(s).
6. The AI shall be responsible for preparation of explanatory publicity of a general nature. Publicity included in this agreement applies to such media as Plan of the Week (POW) and base newspaper.
7. Responsibility for the reproduction and/or distribution of publicity, i.e. commercially printed posters, brochures and paid advertisements in base commercial or local newspapers is to be assumed by the AI.

B. Office Space. The AI shall utilize only the office space provided by the CO for expressed purposes of fulfilling this agreement. All office space is provided on a space-available basis at the discretion of the CO and can be added or deleted by the same.

C. Safety, Damages and Claims. The AI shall exercise reasonable care to prevent accidents, injury or damage to employees, students and property. The AI agrees to indemnify and hold harmless the Government of the United States, its agencies and instrumentalities against all suits, actions, claims, costs or demands for death, personal injury and property damage to which the Government of the United States, its agencies and instrumentalities might be subjected and/or held liable for damage arising or resulting from the fault, negligence, wrongful act, or omission of the AI, its employees or agents in the performance of the required services of this agreement.

D. Office Management.

1. The AI shall guarantee that the office will be open on the days and hours as agreed to between the Director, Navy College Office and the AI's representative, except on established Holidays. The established office hours will be strictly adhered to and conspicuously posted and publicized. Any changes in these hours must be mutually agreed upon between the AI and CO.

2. The AI shall provide all necessary clerical assistance to support this agreement.

3. The AI shall require that its employees adhere to all U. S. Government and local base regulations including those covered under the standards of conduct. Additionally, employees of the AI shall fulfill any local base requirements which may be established as a condition of entry to or egress from the installation.

E. Counseling.

1. The AI shall provide academic counselors aboard SUBASE who meet the same standards as the main campus.

2. The AI shall provide academic guidance to students as it pertains to the AI's programs, classes and degrees.

3. The AI shall refer all active duty or reserve members, who have not previously received counseling by the NCO, to the NCO prior to registration, enrollment, matriculation, or pre-testing of the student by the AI.

F. Support /Equipment.

1. Unless prohibited by the base, the AI will provide all necessary office equipment to include but not limited to copy machine, facsimile (FAX) machine and computers.

2. The AI will provide its own commercial telephone service and internet services. Installation and services will be at the expense of the AI.

3. The AI will be provided one telephone and line for the sole purpose of communication with the AI by base and government authorities as needed. The phone will be limited to on base use only. The phone number is not to be provided to others to conduct school business.

4. The AI will secure its own mail services, at no cost to the government. The AI will not use the government mail service for receipt of school or personal mail.

IV. ADDITIONAL AGREEMENT PROVISIONS

A. Base Access. Regulations, established by the CO, govern conditions of entry or egress from the installation and establish specific criteria for access and eligibility for pass issuance.

B. Disputes. Except as otherwise provided in this agreement, any dispute concerning an interpretation of or a question of fact arising under this agreement which is not disposed of by mutual consent shall be decided by the CO, who shall reduce his decision to writing and mail or otherwise furnish a copy thereafter to the AI. The decision of the CO shall constitute final administrative action as to matters so arbitrated.

C. Designation of Technical Representative. The Director of the Navy College Office, (NCO) Navy Submarine Base, Kings Bay will serve as the CO's technical representative for the purpose of inspection and acceptance of services furnished.

V. MODIFICATION/TERMINATION

A. Modification.

1. This agreement may be amended only by mutual consent of both parties, in writing, unless either party is required to change the agreement by statutes, executive order, directive, or other government requirement.

2. Changes in institution policy that are inconsistent with the provisions of this agreement or Navy College Program policy may be cause for review, renegotiation or cancellation of this agreement.

B. Termination.

1. This agreement may be terminated by either party, upon written notice given not less than 30 days prior to the requested termination date, unless both parties mutually agree to a lesser period in writing. In addition, the AI shall not admit new students into degree programs after a notification of termination is executed by either party. AI must have in place a SOCNAV agreement for each eligible student officially enrolled in a degree plan at the time of termination.

2. The AI's loss of accreditation or SOCNAV membership will result in the termination of this AGREEMENT to be effective at the end of the academic term in progress.

3. Changes in school policy that are inconsistent with the provisions of the agreement may be cause for termination or renegotiations of the agreement.

4. Termination of the Navy College Program Distance Learning Partnership Memorandum of Understanding between the Center for Personal and Professional Development and the AI may be cause for termination or renegotiations of the agreement.

5. Termination provided for the above by either party shall not be the basis for any claims by the AI against the U.S. Government.

VI. NOTICES

Legal notices under this agreement shall be effective upon receipt, must be in writing and must be served by certified, U. S. Mail, return receipt requested, addressed to the parties as follows:

Gregg White, Director Navy College Office
Naval Submarine Base Kings Bay
918 USS James Madison Rd
Kings Bay, GA 31547

Jerry Patterson, Board President
Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626

VII. SIGNATURES

IN WITNESS WHEREOF, the parties hereunto have executed this Agreement for Services as of the day and year written below.

_____ Signature	_____ Date
Jerry Patterson President, Board of Trustees Coast Community College District (Coastline Community College)	

_____ Signature	_____ Date
CAPT John S. O'Neill Commanding Officer Naval Submarine Base Kings Bay	



Mobile Modular Management Corporation

11450 Mission Blvd, Mira Loma, CA 91752

Ph (951) 360-6600 Fax (951) 360-6622

www.MobileModularRents.com

Contract Addendum

Date: 3/31/2011

Customer : Coast CCD
Billing Address: 1370 Adams Ave.
City/State/Zip: Costa Mesa Ca 92626

Attn: Shirley Spencer
Phone : 714-241-6145
Fax:
E-mail: sspencer@coastline.edu

Project Name : Coast CCD
Site Address : 2990 Mesa Verde Drive East
City/State/Zip: Costa Mesa Ca 92626

This will serve as an addendum to the contract agreement entered into between
(Lessee) and MOBILE MODULAR MANAGEMENT CORPORATION (Lessor).

Coast CCD

ALL OTHER TERMS AND CONDITIONS TO REMAIN THE SAME.

Please sign and return an acknowledgement copy to our office as soon as possible. Thank you.

Renewal Information

Contract No.	Original Term	Original Start Rent Date	Building ID	Item Description	Addendum Start Date	Addendum Stop Date	Term	Rental Rate
220002070	12	7/1/2010	45560	Office 48x60 (NonStd)	7/1/2011	6/30/2012	12	\$ 1,599.00

- Rental rates do not include any applicable taxes. Return delivery and preparing equipment for return will be quoted at time of return.
- This contract agreement defines a month as 30 calendar days. Bill Frequency for this contract is Monthly

Additional Contract Addendum Notes:

Mobile Modular Management Corporation

Printed Name

Title

Signature

Date

Coast CCD

Jerry Patterson

Printed Name

President, Governing Board of Trustees

Title

Signature

Date



Mobile Modular Management Corporation
 11450 Mission Blvd.
 MIRA LOMA, CA 91752
 Phone: (951) 360-6600 Fax: (951) 360-6622
 www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
 Contract Term: 12 Months
 Date Printed: 05/13/2010
 Start Rent Date: 07/01/2010

Customer & Site Information		Mobile Modular Contact
Customer Information: Coast CCD 1370 Adams Ave Bldg D Costa Mesa, CA 92626 Shirley Spencer sspencer@coastline.edu (714) 241-6145	Site Information: Coast CCD 2890 Mesa Verde Drive East Costa Mesa, CA 92626	Questions? Please Contact: Terry Edwards Terry.Edwards@MobileModularRents.com Direct Phone: (925) 606-9000 All other inquiries: (951) 360-6600
Customer PO/Reference: Exp: // By:		

Product Information				
	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Office, 48x60 HCD (NonStd) <i>Non-Standard Configuration. Size excludes 3' towbar.</i>	1	\$1,599.00	\$1,599.00	Y

	Qty	Charge Each	Total One Time Taxable
Charges Upon Delivery:			
Office, 48x60 HCD (NonStd)			\$0.00
Security Deposit	1	\$4,799.00	\$4,799.00 N
Taxes on One-Time Charges:			\$0.00
Estimated Charges upon Delivery (incl Taxes):			\$0.00
First Months Rent (incl Taxes):			\$1,738.91
Security Deposit:			\$4,799.00
Estimated Initial Invoice:			\$6,537.91

	Qty	Charge Each	Total One Time Taxable
Charges Upon Return:			
Office, 48x60 HCD (NonStd)			
Prepare Equipment For Removal (A8)	1	\$2,800.00	\$2,800.00 N
Return Haulage 12 wide	4	\$350.00	\$1,400.00 N
Return Haulage Permit 12 wide	4	\$75.00	\$300.00 N
			\$4,500.00

Special Notes

This building was originally on contract 220052. The security deposit will be transferred from contract 220052.

Special Terms & Important Contractual Information

- A minimum cleaning charge of \$125 per floor will apply for modular buildings and for containers with offices. No minimum cleaning charge applies for storage containers. If assessed, cleaning charges will be based on the condition of the returned unit.
- Prices will be adjusted for unknown circumstances, e.g. driver waiting time, pilot car requirements, special transport permits, difficult site, increase in fuel price, etc. Customer's site must be dry, compacted, level and accessible by normal truck delivery.
- This transaction is subject to credit approval. Security deposit or payment in advance may be required. Security deposit will be applied against account balance at the end of the contract.
- Unless noted, prices do not include permits, ramps, stairs, seismic foundation systems, temporary power, skirting, engineering, taxes or utilities or related installation and/or removal of same. Pricing quote for set up or installation (of building, skirting, earth anchors, ramps, etc.) does not include dismantle or removal unless otherwise noted. Except for skirting and earth anchors, unless noted, ownership of all installed or supplied items is retained by Lessor.
- Please treat our equipment with respect. All damages other than normal usage will be billed for at the end of lease.
- Contract subject to terms & conditions attached and made a part of this agreement by reference herein. Customer acknowledges that he/she has received and read and affirms that he/she is duly authorized to execute and commit to this agreement for the above named customer.
- Rent will be billed in advance every 30 calendar days.



Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

Insurance Requirements

Please send, or have your insurance company send, a Certificate of Insurance to us. We require liability coverage (minimum of \$1,000,000) listing Mobile Modular Management Corporation as an additional insured and property coverage for the value of the unit(s) leased listing Mobile Modular Management Corporation as loss payee.

Item & Description	Qty	Item Code	Ins. Value
Office, 48x80 HCD (NonStd)	1	1097	\$129,600.00



Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

Incorporation by Reference

The Supplemental Lease Terms and Conditions and Additional Advisory Information for Lessee or Buyer provisions are hereby incorporated by reference in their entirety, as updated from time to time by Lessor, in its sole discretion, and can be reviewed in the e-Customer Services section of the Lessor's web site at [<http://www.MobileModularRents.com/ContractTerms>]. The Lessee hereby confirms that he/she has read in its entirety and understands the Supplemental Lease Terms and Conditions and Additional Advisory Information.

Please sign below, and fax or email this document to the fax number shown above or the email address you received the document from.

The parties hereto, MOBILE MODULAR MANAGEMENT CORPORATION, a California corporation, as lessor (the "Lessor") and lessee ("Lessee", as described above in the section titled "Customer Information") hereby agree to this Lease Agreement and the terms and conditions set forth in the Lease Terms and Conditions, attached hereto as Attachment A, which are hereby incorporated by reference. The individual signing this Lease Agreement affirms that he/she is duly authorized to execute and commit to this Lease Agreement for the above named Lessee.

LESSOR: Mobile Modular Management Corporation By: <u>[Signature]</u> Name: _____ Title: _____ Date: <u>7/8/10</u>	LESSEE: Coast CCD By: <u>[Signature]</u> Name: _____ Title: _____ Date: <u>6-21-10</u>
---	--

ATTACHMENT A

LEASE TERMS AND CONDITIONS

1. **LEASE.** Lessor leases to Lessee, and Lessee leases from Lessor, the equipment listed on any Lease Agreement hereto (the "Equipment") on the terms and conditions set forth herein. Each such Lease Agreement (an "Agreement") and the lease provisions on the Lessor's website at [<http://www.MobileModularRents.com/ContractTerms>] (the "Incorporated Provisions"), to the extent incorporated by reference into such Agreement, together with these Lease Terms and Conditions (the "Lease Agreement"), to the extent incorporated by reference into such Agreement, shall constitute a separate and independent lease (a "Lease") of the Equipment listed in such Agreement under "Product Information". Capitalized terms used but not defined in this Master Lease Agreement shall have the meanings set forth in the applicable Agreement. In the event of a conflict between this Master Lease Agreement or the Incorporated Provisions and the Agreement, the Agreement shall control.

2. **LEASE TERM.** The Lease shall commence on the Start Rent Date specified in the Agreement (which may be adjusted by mutual agreement of Lessee and Lessor), and shall continue thereafter for the number of months specified in the Agreement as the "Contract Term" (the "Lease Term"). Lessee is responsible for paying the Monthly Rent specified in the Agreement (as such may be adjusted pursuant to Section 4) for each month during the Lease Term. Lessee shall have no right to terminate the Lease prior to the expiration of the Lease Term; provided that, in the event that Lessee surrenders the Equipment to Lessor prior to the completion of the Lease Term, the Lease Term shall cease upon the later to occur of (i) the date when Lessee shall have complied with Section 3 and (ii) Lessee has paid to Lessor an early termination fee to be determined by Lessor in its sole discretion. Lessor shall not be liable to Lessee for any failure or delay in obtaining, delivering or setting up the Equipment. In the event Lessor is responsible for delay in obtaining, delivering or setting up the Equipment, the Start Rent Date shall be deemed to be revised to the date that Lessor substantially completes setting up the Equipment. If any delay in obtaining, delivering or setting up the Equipment is caused by failure of the site to be ready or for any other reason not solely the responsibility of Lessor, the Lease shall commence as of the Start Rent Date originally stated notwithstanding such delay.

3. **RETURN OF EQUIPMENT.** Regardless of the stated Lease Term, Lessee must provide a minimum of 30 days' prior notice for return delivery of Equipment (except that Equipment consisting of containers requires only 10 days' notice). Please review the Incorporated Provisions on the website at [<http://www.MobileModularRents.com/ContractTerms>] for the conditions under which the Equipment must be returned.

4. **HOLDING OVER; LEASE EXTENSION.** If Lessee (a) fails to notify Lessor of the intended return of Equipment as required under Section 4(a) of the Incorporated Provisions, (b) fails to prepare the Equipment for dismantle as required under Section 4(a) of the Incorporated Provisions or (c) fails to pay the charges upon return as required under Section 4(b) of the Incorporated Provisions, the Lease Term shall be extended, on a month-to-month basis, beyond the Lease Term stated above. In this event, Lessor may establish a revised rental rate for such



Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

extended Lease Term, which revised rental rate shall constitute the Monthly Rent for such extended Lease Term following completion of the Initial Lease Term. Dismantle, charges upon return and other charges related to the return of the Equipment may also be revised by Lessor for such extended Lease Term.

5. LESSEE AGREEMENTS. Lessee agrees that:

- (a) Lessor may insert in the applicable Agreement the serial number and other identification data relating to the Equipment when ascertained by Lessor; and
- (b) Lessor (or its agents, employees or contractors) may, from time to time at any reasonable time, enter upon the premises of Lessee for the purposes of (1) inspecting the Equipment or posting "Notices of Non-Responsibility" or similar notices thereon, or (2) photographing the Equipment, including any items or occupants within or surrounding the Equipment, for promotional or other purposes. If Lessor determines that repairs to the Equipment are needed, Lessee shall grant access for said repairs. Lessor shall bear the expense of any repairs that it determines are needed to ameliorate normal wear and tear; the expense of all other repairs (including any repairs requested by Lessee) shall be borne by Lessee. If Lessee does not grant access for such repairs between 8:00 a.m. and 5:00 p.m., Monday through Friday, Lessee shall bear the cost of repair rates for labor at the applicable overtime rates.

6. SECURITY DEPOSIT. Upon the signing of any Agreement, Lessee shall provide to Lessor the Security Deposit specified in such Agreement. The Security Deposit shall be held by Lessor (who shall have no obligation to collect or pass through to Lessee any interest thereon) as security for Lessee's faithful performance of the terms and conditions of the applicable Lease, including without limitation Lessee's indemnification obligations under Section 12. If an Event of Default occurs, Lessor may apply the Security Deposit to payment of its costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any costs, expenses or damages sustained by Lessor in connection with the Lease (provided, however, nothing herein contained shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit). In the event all or any portion of the Security Deposit is applied as aforesaid, Lessee shall deposit additional amounts with Lessor so that the Security Deposit shall always be maintained at the amount specified in the Agreement. At the end of the Lease Term, Lessor shall apply any remaining balance of the Security Deposit to the payment of any monies owed to Lessor under the Lease. Thereafter, if no Event of Default has occurred and is continuing and Lessee has complied with Section 3, Lessor shall return to Lessee any remaining balance of the Security Deposit.

7. ASSIGNMENT. Lessee will not assign, convey, transfer, or hypothecate its interest, or any part thereof, in and to any Lease or the Equipment, whether voluntarily or involuntarily, without the prior written consent of Lessor; and any such attempted assignment, conveyance, transfer, or hypothecation, whether voluntary or involuntary, shall be null and void, and upon any such attempted assignment, conveyance, transfer, or hypothecation, Lessor may, at its option, terminate the Lease. Lessor may, at its option and without the prior approval of Lessee, may be acting as an agent for the true owner of the Equipment (the "Principal"), and that such Principal, if any, shall have all the rights and protection of Lessor hereunder.

8. PAYMENTS. Lessee agrees to pay to Lessor (at the office of Lessor or to such other person or at such other place as Lessor may from time to time designate to Lessee in writing) each payment specified herein on a net invoice basis without demand by Lessor. All payments due from Lessee pursuant to the terms of the Lease shall be made by Lessee without any abatement or setoff of any kind whatsoever arising from any cause whatsoever. If any payment is not received by Lessor within five (5) days from the date due, Lessee shall pay Lessor interest at the rate of EIGHTEEN PERCENT (18%) per annum (or at the maximum rate permitted by applicable law, if less) on such payment until received. In order to reimburse Lessor for resulting administrative expenses, Lessee shall also pay a late charge of TWENTY-FIVE (\$25.00) for each delinquent payment each and every month that such payment(s) remain(s) delinquent.

9. TAXES AND LIENS. Lessee agrees to keep the Equipment free of all levies, liens or encumbrances. Lessee shall, in the manner directed by Lessor, (a) make and file all declarations and returns in connection with all charges, fees and taxes (local, state and federal) levied or assessed either upon Lessee or Lessor, or upon the ownership, leasing, rental, sale, possession, use, or operation of the Equipment, and (b) pay all such charges, fees and taxes. However, Lessor shall pay all local, state or federal net income taxes relating to the Lease. If Lessee fails to pay taxes and charges as required by this Section, Lessor shall have the right, but not the obligation, to make such payments. In the event that Lessor makes any such payments, Lessee shall reimburse Lessor for such costs as deemed appropriate by Lessor and as invoiced by Lessor.

10. LOSS OR DAMAGE. Until the Equipment is returned to Lessor, Lessee assumes all risk of loss or damage to the Equipment. Subject to Section 12(b), should any Equipment damaged be capable of repair, the Lease shall not terminate, but Lessee shall cause the Equipment to be repaired and restored to its condition existing prior to such damage, at Lessee's sole expense. Lessee shall be entitled to the benefit of the proceeds from any insurance recovery received by Lessor, up to an amount equal to that paid to Lessor pursuant to this paragraph.

11. INSURANCE.

(a) Lessee shall provide, maintain, and pay all premiums for insurance covering the loss, theft, destruction, or damage to the Equipment in an amount not less than the full replacement value thereof, naming Lessor as loss payee of the proceeds. Lessee shall also provide, maintain, and pay all premiums for public liability insurance (minimum of \$1,000,000 per occurrence), naming Lessor as an additional insured. All Insurance shall be in a form and with a company satisfactory to Lessor, and shall not be subject to cancellation without thirty-(30) day's prior written notice to Lessor. Lessee shall deliver to Lessor insurance policies, or evidence of insurance related thereto, meeting the above requirements. Proceeds of such insurance shall, at Lessor's option, be applied either towards replacement, restoration or repair of the Equipment or towards payment of Lessee's obligations under the Lease. Lessor may require Lessee's Insurance carrier to be licensed to do business in the state where the Equipment is being leased.

(b) Should Lessee fail to provide satisfactory proof of insurance prior to delivery of Equipment or at any time during the Lease Term, Lessor



Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

shall have the right, but not the obligation, to obtain such insurance and/or make such payments. In the event that Lessor makes such payment(s), Lessee shall reimburse Lessor for such insurance as deemed appropriate by Lessor and as invoiced by Lessor. In any event, Lessor will not and does not provide insurance for any of Lessee's personal property that may be in or on any Equipment.

12. WAIVER AND INDEMNIFICATION. *See alternate Waiver and indemnification.*

~~(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment, in each case, irrespective of the cause of such loss, damage or injury. Under no circumstances shall Lessor be liable to Lessee for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by Lessee or for any collateral damages), whether or not caused by Lessor's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by Lessor hereunder, even if the Lessee has been advised of the possibility of such damages.~~
~~(b) Lessee agrees to indemnify and hold harmless Lessor from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by Lessee, its employees, agents or any person invited, suffered or permitted by Lessee to use or be in, on or about the Equipment, including to the extent arising from Lessor's negligence, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the incorporated Provisions, and Sections 6, 14 and 15 hereto), and (iii) any theft or destruction of, or damage to, the Equipment. If the foregoing obligations are not enforceable against Lessee under applicable law, Lessee agrees to indemnify and hold harmless Lessor from and against any and all Claims to the maximum extent permitted by applicable law. Lessee shall make all payments due under this Section upon demand by Lessor.~~

13. EVENTS OF DEFAULT.

(a) Each of the following shall constitute an "Event of Default": (1) default by Lessee in making any required payment to Lessor and the continuance of such default for ten (10) consecutive days; (2) any default or breach by Lessee of Section 7; (3) default by Lessee in the performance of any obligation, covenant or liability contained in the Lease or any other agreement or document with Lessor and the continuance of such default for ten (10) days after written notice, thereof by Lessor to Lessee; (4) any warranty, representation or statement made or furnished to Lessor by or on behalf of Lessee proves to have been false in any material respect when made or furnished; (5) loss, theft, damage, destruction or the attempted sale or encumbrance by Lessee of any of the Equipment, or any levy, seizure or attachment thereof or thereon; or (6) Lessee's dissolution, termination of existence, discontinuance of business, insolvency, or business failure; or the appointment of a receiver of any part of, the assignment for the benefit of creditors by, or the commencement of any proceedings under any bankruptcy, reorganization or arrangement laws by or against, Lessee. Lessee acknowledges that any Event of Default will substantially impair the lease value hereof.

(b) **REMEDIES OF LESSOR:** Upon the occurrence of any Event of Default and any time thereafter, Lessor may, without notice, exercise one or more of the following remedies, as Lessor, in its sole discretion shall elect: (1) declare all unpaid lease payments under the Lease to be immediately due and payable; (2) terminate the Lease as to any or all items of the Equipment; (3) take possession of the Equipment wherever found, and for this purpose enter upon any premises of Lessee and remove the Equipment, without any liability for suit, action or other proceedings by Lessee; (4) direct Lessee at its expense to promptly prepare the Equipment for pickup by Lessor; (5) use, hold, sell, lease or otherwise dispose of the Equipment or any item thereof on the site specified on the applicable Agreement or any other location without affecting the obligations of Lessee as provided in the Lease; (6) sell or lease the Equipment or any part thereof by public or private sale or lease at such time or times and upon such terms as Lessor may determine, free and clear of any rights of Lessee (if notice of sale is required by law, notice in writing not less than ten (10) days prior to the date thereof shall constitute reasonable notice to Lessee); (7) proceed by appropriate action either in law or in equity to enforce performance by Lessee of the terms of the Lease or to recover damages for the breach hereof; (8) apply the Security Deposit to payment of Lessor's costs, expenses and attorney fees in enforcing the terms of the Lease and to indemnify Lessor against any damages sustained by Lessor (provided, however, nothing herein shall be construed to mean that the recovery of damages by Lessor shall be limited to the amount of the Security Deposit); (9) exercise any and all rights accruing to Lessor under any applicable law upon an Event of Default. In addition, Lessor shall be entitled to recover immediately as damages, and not as a penalty, a sum equal to the aggregate of the following: (i) all unpaid payments as are due and payable for any items of Equipment up to the date of repossession by Lessor; (ii) any expenses paid or incurred by Lessor in connection with the repossession, holding, repair and subsequent sale, lease or other disposition of the Equipment, including attorney's fees and other reasonable costs and expenses; (iii) an amount equal to the excess of (a) all unpaid payments for any item of Equipment repossessed by Lessor from the date thereof to the end of the term of the Lease over (b) the fair market lease value of such item or items of Equipment for such unexpired lease period (provided however, that the fair market lease value shall be deemed to not exceed the proceeds of any sale of the Equipment or lease thereof by Lessor for a period substantially similar to the unexpired lease period); and (iv) the replacement cost of any item of Equipment which Lessee fails to prepare for return to Lessor as provided above or converts or is destroyed, or which Lessor is unable to repossess.

14. OWNERSHIP AND MARKING OF EQUIPMENT. Title to the Equipment shall remain in Lessor (or its Principal). Excepting only as may be granted in a separate writing signed by Lessor, no option or other right to purchase the Equipment is granted or implied by the Lease to Lessee or any other person. The Equipment shall remain and be deemed to be personal property of Lessor, whether attached to realty or not, and upon termination of the Lease or the occurrence of an Event of Default, Lessee shall have the duty and Lessor shall have the right to remove the Equipment whether or not affixed to any realty or building without any liability to Lessor for damage to the realty or building caused by the removal of the Equipment. Any replacement, substitutes, accessories or parts, whether placed in or upon the Equipment or not, whether made a component part thereof or not, shall be the property of Lessor and shall be included under the terms of the Lease.

15. COMPLIANCE WITH LAW. Lessee assumes all responsibility for any and all licenses, clearances, permits and other certificates as may be required for Lessee's lawful operation, use, possession and occupancy of the Equipment. Lessee agrees to fully comply with all laws, rules,



Mobile Modular Management Corporation
11450 Mission Blvd.
MIRA LOMA, CA 91752
Phone: (951) 360-6600 Fax: (951) 360-6622
www.MobileModularRents.com

Lease Agreement

Contract: 220002070.1
Contract Term: 12 Months
Date Printed: 05/13/2010
Start Rent Date: 07/01/2010

regulations and orders of all local, state and federal governmental authorities which in any way relate to the Equipment. Lessee shall pay the cost of all license and registration fees and renewals thereof.

16. GOVERNING LAW. Lessee and Lessor agree that the Lease shall be governed in all respects by, and interpreted in accordance with the laws of, the State of California, without regard to its conflicts of laws provisions.

17. JURISDICTION.

(a) In any case where the Equipment is located in the State of Maryland or the State of Virginia, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment. 12

(b) In all other cases, the Federal District Courts located within the State of California shall have non-exclusive jurisdiction over any lawsuit brought by Lessee or Lessor as a result of any dispute regarding matters arising in connection with the Lease. Further, it is agreed that the venue for a legal action relating to the Lease shall be proper if brought in Alameda County, State of California. Subject to Section 12, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs, whether or not the action proceeds to judgment. 12

18. MEDIATION; ARBITRATION. Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have any claims, disputes, or controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the Lease, including but not limited to breach thereof, referred to mediation before, and as a condition precedent to, the initiation of any adjudicative action or proceeding. Including arbitration. If mediation fails to resolve the claims, disputes or controversies between Lessor and Lessee, Lessee agrees to abide by Lessor's option (if Lessor shall so choose) to have the claims, disputes or controversies referred to binding arbitration. The parties hereto acknowledge that the subject matter of the Lease is a matter of interstate commerce. orange

19. HAZARDOUS MATERIALS. Lessee agrees that no water, paint or chemicals, and no illegal, hazardous, controlled, toxic, explosive, flammable, restricted, contaminated or other dangerous materials, shall be maintained or stored in or on the Equipment.

20. MISCELLANEOUS. Time is of the essence of each and every provision of the Lease. Failure of Lessor to enforce any term or condition of the Lease shall not constitute a waiver of subsequent defaults by Lessee, nor shall it, in any manner, affect the rights of Lessor to enforce any of the provisions hereunder. The invalidity or unenforceability of any provision of the Lease shall not affect the validity or enforceability of any other provision.

21. ENTIRE AGREEMENT. The Lease constitutes the entire agreement between Lessor and Lessee with respect to the subject matter hereof and, except for the Incorporated Provisions that may be updated by Lessor from time to time in its sole discretion, may not be amended, altered or modified except by a writing signed by both Lessor and Lessee.

Lease Terms and Conditions, Rev. 10/1/08

PERSONAL GUARANTEE

APPENDUM TO MOBILE MODULAR MANAGEMENT CORPORATION AGREEMENT:

The undersigned, jointly and severally, guarantee performance of the above Lease or Sale Agreement by Lessee/Buyer and payment of all sums due thereunder in event of default, hereby waiving any modification, amendment or extension and notice thereof. 12

FOR:

(Lessee/Buyer Name)

(Guarantor's Signature)

(Print Name)

(Print Title)

(Print Home Address)

(Print Home Phone Number)

(Date)

FOR:

(Lessee/Buyer Name)

(Guarantor's Signature)

(Print Name)

(Print Title)

(Print Home Address)

(Print Home Phone Number)

(Date)

ALTERNATE WAIVER AND INDEMNIFICATION

Lessee and Lessor agree to replace paragraph 12 of MMC's Attachment A, Lease Terms and Conditions with the following language:

12. WAIVER AND INDEMNIFICATION.

(a) Lessee hereby waives and releases all claims against Lessor for (i) loss of or damage to all property, goods, wares and merchandise in, upon or about the Equipment, (ii) injuries to Lessee, Lessee's agents and third persons, and (iii) the use, misuse, or malfunction of any security screens provided with the Equipment. In each case, irrespective of the cause of such loss, damage or injury. Except if due to the negligence or willful misconduct of Lessor, under no circumstances shall either party be liable to the other party for any special, incidental or consequential damages of any kind (including, but not limited to damages for loss of use, or profit, by either party or for any collateral damages), whether or not caused by either party's negligence or delay, resulting from the Lease or the manufacture, delivery, installation, removal or use of the Equipment, or in connection with the services rendered by either party hereunder, even if the parties have been advised of the possibility of such damages.

(b) Lessee and Lessor agree to indemnify and hold harmless each other from and against any and all losses, liabilities, costs, expenses (including attorney fees), claims, actions, demands, fines, forfeitures, seizures or penalties (collectively, "Claims") arising out of (i) the maintenance, possession or use of the Equipment by either party, its employees, agents or any person invited, suffered or permitted by either party to use or be in, on or about the Equipment, (ii) Lessee's failure to comply with any of the terms of the Lease (including without limitation Sections 5(a)(ii) and 5(f)(i) of the Incorporated Provisions, and Sections 6, 14 and 15 and (iii) any theft or destruction of, or damage to, the Equipment. In no event shall either party be liable for Claims resulting from the negligence or willful misconduct of the other party. Lessee shall make all payments due under this Section upon demand by Lessor.

Initials _____ (Lessee)

Initials _____ (Lessor)

THE WESTIN

SOUTH COAST PLAZA

COSTA MESA

Agreement between The Westin South Coast Plaza and Coast Community College District

Iliana Marin
COAST COMMUNITY COLLEGE DISTRICT
11460 Warner Ave
Fountain Valley, CA 92708
Phone: 714-241-6209
Fax:
Email: imarin@coastline.edu

Tammy Ro
THE WESTIN SOUTH COAST PLAZA
686 Anton Boulevard
Costa Mesa, CA 92626
Phone: 714 -662- 6614
Fax: 714-662-6608
Email: tammy.ro@westin.com

RE: **BESAC Meeting**

This Agreement between **Coast Community College District (Coastline)** ("Group") and **The Westin South Coast Plaza** ("Hotel") is effective as of the date it is signed by Hotel ("Agreement Date").

Event Dates: Friday, May 06, 2011 - Saturday, May 07, 2011

These arrangements will be a definite commitment if this agreement is signed by both parties by Wednesday, April 13, 2011.

Guest Rooms: This Agreement applies to the following block of guest rooms (the "Room Block"):

Friday 05/06/11	
Traditional Guest Room	12

Cut-off Date: The "cut-off date" for reserving rooms in the Room Block is 5:00 p.m. local time at Hotel on April 21, 2011. After the cut-off date, it is at Hotel's discretion whether to accept additional reservations, which will be subject to prevailing rates and availability. Failure to reserve rooms in the Room Block prior to the cut-off date does not reduce Group's total guest room night commitment and does not impact the "Attrition" or "Cancellation" provisions below.

Rates: Hotel will provide the guest room rates below for the Room Block (the "Rates"):

Singles:	\$119.00
Doubles:	\$119.00
Triples:	\$149.00
Quads:	\$149.00
Suites:	\$350.00 and up

Rates are non-commissionable.

Rates do not include applicable state and local taxes, currently 11%. No automatic or mandatory charges are tips, gratuities, or services charges for employees, unless otherwise expressly stated.

Rates will be available 3 days prior and 3 days after the Event Dates indicated in the Room Block, subject to availability of guest rooms at the time of reservation.

Function Space Rental Fee: \$600.00 (excluding taxes and other charges). See *schedule of events*.

Early Departure Fee: An early departure fee of \$55.00 will apply if a Group attendee checks out prior to the confirmed checkout date.

Minimum Revenue: This Agreement will generate revenue for Hotel from a variety of sources, including guest rooms, food & beverage, and charges for ancillary services. The minimum revenue anticipated by Hotel under this Agreement (excluding taxes and other charges) is:

Minimum Guest Room Revenue (# of room nights in Room Block x average Rate):	\$1,428.00
Minimum Food & Beverage Revenue (based on committed food & beverage minimum):	\$2,310.00
Estimated Other Revenue:	\$600.00

Total Minimum Revenue:

\$4,338.00

If Group does not fulfill all of its commitments or cancels this Agreement, Group agrees that Hotel will suffer damages that will be difficult to determine. The "Attrition" and "Cancellation" provisions below provide for liquidated damages agreed upon by the parties as a reasonable estimate of Hotel's losses and do not constitute a penalty of any kind.

Attrition: Group will meet its minimum revenue requirements under this Agreement if it fulfills its Minimum Food & Beverage Revenue commitment above and its Adjusted Minimum Guest Room Revenue commitment based on the attrition allowance below.

Adjusted Minimum Guest Room Revenue:

90% of Minimum Guest Room Revenue = \$1,285.00

This attrition allowance does not apply if Group cancels the Agreement or does not hold the event at Hotel. If Group holds its event at Hotel, but does not fulfill its Adjusted Minimum Guest Room Revenue commitment it will pay Guest Room Attrition Damages (plus all applicable taxes) as a reasonable estimate of Hotel's losses as follows:

Guest Room Attrition Damages = Adjusted Minimum Guest Room Revenue *minus* actual guest room revenue from Room Block

If Group does not fulfill its Minimum Food & Beverage Revenue commitment, it will pay the difference between its Minimum Food & Beverage Revenue commitment and its actual food & beverage revenue (plus all applicable taxes).

Cancellation: If Group cancels this Agreement, Group will provide written notice to Hotel, accompanied (except in the case of a Force Majeure) by payment of the amounts indicated below:

From the Agreement Date to May 06, 2011 :

75% of Total Minimum Revenue = \$3,253.00

The parties agree that the amounts included in this Cancellation clause are reasonable estimates of the losses that would be incurred by Hotel and factor in Hotel's ability to mitigate its losses through resale.

Payment Options: Payment will be made as indicated below.

Guest rooms (including taxes, currently at 11%):	Bill to Group Master Account
Parking	Bill to Individual
Guestroom Internet	Bill to Individual
Event Food & Beverage (including taxes, service charges, and administrative charges):	Bill to Group Master Account
Incidental charges:	Bill to Individual

Master Account: Hotel will set up a "Master Account" for Group for payment of charges under this Agreement. Group must review all charges billed to the Master Account to ensure accurate billing.

Payment: Unless direct billing has been established, Group will pay the estimated amount of the Master Account as shown on the deposit schedule. Group will advise Hotel of its expected method of payment of the Master Account at least 30 days in advance of Friday, May 06, 2011. If Group will pay using a credit card honored by Hotel, a valid credit card must be provided to Hotel no later than Friday, May 06, 2011, and all Master Account charges will be charged to such credit card at departure. Any amounts not paid at departure will accrue interest at 1½% per month from the date of departure. Upon application and review by Hotel, Hotel may elect to extend direct billing privileges to Group. If direct billing has been established, payment of all undisputed amounts is due within 30 days of Group's receipt of invoice from Hotel, and if not paid within 30 days will accrue interest at 1½ % per month from date of departure. Group must notify Hotel of any disputes within 5 business days of Group's receipt of invoice from Hotel or disputes will be considered waived. If Hotel determines after establishing direct billing or a deposit schedule that Group's credit status Group _____ Hotel _____

has changed negatively, Hotel may require payment of all estimated Master Account charges no later than 14 days before Friday, May 06, 2011.

Use of Event and Function Space: To protect the safety and security of all Hotel guests and property, Group will obtain Hotel's advance written approval before using items in event and function space that could create noise, noxious odors or hazardous effects (e.g., loud music, smoke or fog machines, dry ice, confetti cannons, candles, or incense) and before engaging in any activities outside of the reserved function rooms (e.g., registration table). Group will obtain any required Fire Marshall or other safety approvals, and will pay any expenses incurred by Hotel as a result of such activity, such as resetting smoke or fire alarms or unusual clean up costs.

Security: Hotel does not provide security in the event and function space and all personal property left in the event or function space is at the sole risk of the owner. Group will advise its attendees that they are responsible for safekeeping of their personal property. Hotel may reasonably require Group to retain security personnel in order to safeguard guests or property in Hotel. Security personnel are not authorized to carry firearms without advance Hotel approval.

Ancillary Services: Hotel may provide, or contract with third parties to provide, ancillary services (e.g., A/V, drayage, florists, exhibitors) to Group for additional charges. Except with respect to certain services (e.g., rigging services), Group may use its own vendors for such services provided that Group's proposed vendors meet minimum standards established by Hotel, including insurance and indemnification requirements. With respect to audiovisual services, Group will inform Hotel of its decision to bring its own vendor at least 60 days prior to Friday, May 06, 2011, and will sign, and have its audiovisual vendor sign, an acknowledgement of Hotel's Audiovisual Service Standards at least 45 days prior to Friday, May 06, 2011.

Relocation: If any guest room reservation cannot be accommodated by Hotel, Hotel will provide: (1) accommodations at a comparable Hotel reasonably nearby at no charge for the first night; (2) one complimentary round trip ground transportation between Hotel and the alternate hotel for each day the guest is displaced; (3) one 5 minute phone call and necessary arrangements for forwarding of the displaced guest's telephone messages and mail; (4) an offer to relocate the displaced guest back to the first available guest room; (5) upgraded accommodations at Hotel upon return (if available) and a welcome expression from the General Manager; and (6) credit to Room Block for any nights that guests are displaced.

Disclosure: Group will be responsible for determining to whom it needs to disclose any terms of this Agreement, including any commission or rebate that it may receive. Group will disclose to all Group attendees the type and amount of all automatic and mandatory charges that will be charged to them by Hotel.

Laws and Policies: Each party will comply with all applicable federal, state and local laws (including the Americans with Disabilities Act) and Hotel rules and policies. Group will be responsible for providing its disabled members with auxiliary aids in connection with any Group events or activities. Upon Group's reasonable request, Hotel will cooperate with Group to provide services on behalf of Group's disabled attendees.

Privacy: Group will obtain all necessary rights and permissions prior to providing any personally identifiable information ("PII") to Hotel, including all rights and permissions required for Hotel, Starwood Hotels & Resorts Worldwide, Inc. ("Starwood"), Starwood affiliates, and service providers to use and transfer the PII to locations both within and outside the point of collection (including the United States) in accordance with Starwood's privacy statement (www.starwoodhotels.com/corporate/privacy_policy.html) and applicable law.

Confidential Information: Group and Hotel will each take reasonable steps to keep all confidential information provided by the other party confidential and to identify information as confidential when shared. Confidential information will not include: (1) information that is publicly available; (2) PII, which will be handled by the parties in accordance with the "Privacy" provision above; or (3) information that is left or discarded in event rooms, public space or guest rooms.

Insurance: Each party will maintain insurance sufficient to cover any claims or liabilities which may reasonably arise out of or relate to its obligations under this Agreement and will provide evidence of such insurance upon request.

Indemnification: Each party will indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims resulting from its breach of this Agreement or the

Group _____ Hotel _____

negligence, gross negligence or intentional misconduct of such party or its officers, directors, employees, agents, contractors, members, or participants. Neither party will be liable for punitive damages.

Dispute Resolution: The parties will resolve any claim or dispute arising out of or relating to this Agreement through binding arbitration before one arbitrator conducted under the rules of the American Arbitration Association or JAMS in the state and city in which Hotel is located. The law of the state in which Hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or litigation arising out of or relating to this Agreement or the enforcement of any arbitration award, the prevailing party will recover attorneys' fees and costs including expert witness and arbitration fees and pre- and post-judgment interest. Each party will be responsible for attorneys' fees and interest associated with the other party's efforts to collect monies owed under this Agreement.

Force Majeure: If acts of God or government authorities, natural disasters, or other emergencies beyond a party's reasonable control make it illegal or impossible for such party to perform its obligations under this Agreement, such party may terminate this Agreement upon written notice to the other party without liability.

Notice: Any notice required or permitted by the terms of this Agreement must be in writing.

Assignment: Group may not assign or delegate its rights or duties under this Agreement without Hotel's prior approval.

Severability: If any provision of this Agreement is held to be invalid or unenforceable that provision will be eliminated or limited to the minimum extent possible, and the remainder of the Agreement will have full force and effect.

Waiver: If either party agrees to waive its right to enforce any term of this Agreement, it does not waive its right to enforce any other terms of this Agreement.

Food & Beverage: Due to licensing requirements and for quality control, all food and beverage served at Hotel must be supplied and prepared by Hotel. Menu prices will be confirmed on Banquet Event Orders (BEOs). A service charge, currently 22% of the total food and beverage revenue (plus all applicable taxes), will be added to all food and beverage charges. Included as part of the service charge is a gratuity (currently 13.38% of total food and beverage revenue) that is paid directly to food and beverage service staff. The remainder of the service charge is retained by Hotel to cover non-itemized costs of the event. No other fee or charge, including administrative fees, set up fees, labor fees, or bartender or food station fees, is a tip, gratuity, or service charge for any employee.

Function Space/Schedule of Events

This Agreement applies to the following events and function space:

Date	Start Time	End Time	Function	Setup	Agr	Room Rental
5/6/2011	12:00 PM	1:00 PM	Lunch	Rounds	15	
5/6/2011	12:00 PM	6:00 PM	Meeting	Classroom Style	15	300.00
5/6/2011	2:00 PM	2:15 PM	Break	Existing	15	
5/6/2011	7:00 PM	9:00 PM	Dinner	Rounds	15	
5/7/2011	7:00 AM	9:00 AM	Breakfast	Rounds	15	
5/7/2011	8:00 AM	6:00 PM	Meeting	Classroom Style	15	300.00
5/7/2011	10:00 AM	10:15 AM	Break	Existing	15	
5/7/2011	12:00 PM	1:00 PM	Lunch	Rounds	15	

Rates do not include applicable state and local taxes, currently 8.75% and a 22% service charge.

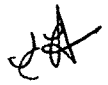
Group _____ Hotel _____

COAST COMMUNITY COLLEGE DISTRICT
BESAC Meeting
April 12, 2011
5

This Agreement constitutes the entire agreement between the parties, supersedes all other written and oral agreements between the parties concerning its subject matter, and may not be amended except by a writing signed by Hotel and Group.

ACCEPTED AND AGREED TO:

COAST COMMUNITY COLLEGE DISTRICT (Coastline)

THE WESTIN SOUTH COAST PLAZA 
HST Lessee South Coast LP
By: Westin Operator LLC, its Operator
By: Starwood Hotels & Resorts Worldwide, Inc., a
Maryland corporation its Sole Member

By _____
President, Board of Trustees

By: _____
Tammy Ro
National Sales Manager

Date _____ Date _____

STARWOOD PREFERRED PLANNER POINTS

Starwood Preferred Planner points, awarded through the Starwood Preferred Guest Program, are available to qualified meeting planners for business contracted through the sales and catering departments of participating Starwood Hotels and Resorts Worldwide, Inc.

The client acknowledges that such points have been offered in connection with the rooms and services purchased under this Contract, and that client consents to the awarding of such points as set forth below. If the signatory of this Agreement is one of the individuals listed below, such signatory, by signing this Agreement, represents and warrants that he/she is authorized by client to accept such points. Once full payment is received by the Hotel for the rooms and services purchased under this Contract, points will be awarded according to the Starwood Preferred Planner Program Rules to the following person(s) and/or charitable organization(s) up to a maximum of three recipients:

Member Name or Charity Organization	Starwood Preferred Guest Membership Number
1.	
2.	

Group _____ Hotel _____

GARDEN GROVE UNIFIED SCHOOL DISTRICT
10331 Stanford Avenue, Garden Grove, California 92840
APPLICATION AND AGREEMENT
USE OF SCHOOL FACILITIES
(Please type or use ball-point pen and press firmly)

FILE COPY

ALL PERMITS ARE SUBJECT TO SCHOOL SCHEDULE

DATE: 2/15/11

Liability Insurance Certificate required in the amount
of **\$1,000,000.00** naming Garden Grove Unified School
District as additionally insured and as Certificate Holder.
Must show Certificate Holder's address as listed above.

INSURANCE CERTIFICATE EXPIRES: _____

SCHOOL REQUESTED Garden Grove High School

DATES OF USE: 5-14-11 TO 5-14-11 HOURS OF USE: 1:15 p.m. TO 2:15 p.m.

TYPE OF FACILITY REQUESTED: Gymnasium ROOM NUMBERS: _____

SPECIAL SET-UPS: _____

PROPOSED USE: To check in faculty, Board EXPECTED ATTENDANCE 100
members for commencement ceremony at Don Wash Auditorium
CHARGES: Please note: If custodial time reports received in the Community Services Office reflect additional use time over the
hours of use noted above, you will be billed for the additional coverage on a separate invoice.

Payment for estimated charges are due 10 days in advance of event.

Estimated costs: Gym \$ 80 per hour

Comments: _____

ORGANIZATION:

NAME OF ORGANIZATION Coastline Community College
AUTHORIZED OFFICER OR AGENT C TELEPHONE 714 241-6150
ADDRESS 11460 Warner Ave CITY Fountain Valley ZIP CODE 92708

The applicant hereby agrees to hold the Garden Grove Unified School District, the Board of Education, individual members thereof, and all district employees free and harmless from any loss, damage, cost, claims, actions/judgments, or expense, regardless of cause, which may arise during or because of such use or occupancy of the school property, facilities, furniture or equipment. The applicant furthermore certifies that he or she shall be personally responsible, on behalf of the organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment while occupied by the organization. The organization agrees to abide by and enforce all rules and regulations of the Garden Grove Unified School District governing the non-school use of buildings, grounds, and equipment. Furthermore, the undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act that is prohibited by law. The undersigned further declares that the applicant organization, on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California. This statement is made under penalty of perjury.

The Board of Education reserves the right to terminate any facility use permits upon written notice by the Board, or its designated representative, to the person, organization, or group in whose name the facility use permit is issued.

I have read and understand regulations stated above.

Signature of Group Representative Christine Nguyen

Date _____

Approved by Cathy Lyle

District Office Use Only

Date 2/28/11

#3

GARDEN GROVE UNIFIED SCHOOL DISTRICT
10331 Stanford Avenue, Garden Grove, California 92840
APPLICATION AND AGREEMENT FOR USE
DON WASH MEMORIAL AUDITORIUM
(Please type or use ball-point pen and press firmly)

DATE: 12/7/10

Liability Insurance Certificate required in the amount of \$1,000,000.00 naming Garden Grove Unified School District as additionally insured. Must show Certificate Holder's address as listed above.

INSURANCE CERTIFICATE EXPIRES: 7-1-11

Proposed Use: Graduation Ceremony Performance Time: 2: P.m Expected Attendance: 800

DATES REQUESTED	SET UP	REHEARSAL	PERF	STRIKE	TIME IN	TIME OUT
<u>5/14/11</u>	<u>1:00</u>				<u>12:00</u>	<u>5:00</u>

NO ALCOHOL, SMOKING, FOOD OR BEVERAGES ARE ALLOWED IN THE AUDITORIUM.

ESTIMATED CHARGES: PLEASE NOTE: One half of estimated charges reported by Theatrical Services Technician is due upon booking. Final half of estimated charges must be received by the Community Services Office no later than 14 days prior to event. If final use reports after event reflects additional charges over estimated amount due, you will be billed on a separate invoice.

\$ 3224.00

FACILITIES AND EQUIPMENT REQUESTED:

<input type="checkbox"/> Ticket Booth	<input type="checkbox"/> Greenroom	<input type="checkbox"/> Dressing Room	<input type="checkbox"/> Lighting	<input type="checkbox"/> Follow/Spot
<input checked="" type="checkbox"/> No. of Microphones	<input type="checkbox"/> Choral Risers	<input type="checkbox"/> Band Risers	<input type="checkbox"/> Acoustical Shell	<input type="checkbox"/> No. of Music Stands
<input checked="" type="checkbox"/> No. of Tables	<u>20</u> No. of Chairs	<input type="checkbox"/> Curtains (open/close)	<input type="checkbox"/> No. of production staff (including performers)	
<input type="checkbox"/> will you be video taping?				
<input type="checkbox"/> will you be making an audio recording?				
<input type="checkbox"/> will you be selling food and/or merchandise? If so, please describe:				

Name and address of production coordinator: Rachel Cervantes, 11460 Warner Ave,
Fountain Valley, CA 92708 (714) 241-6325

Comments: Need 2 to 3 additional rooms to check in faculty & students.

ORGANIZATION:

NAME OF ORGANIZATION Coastline Community College

AUTHORIZED OFFICER OR AGENT Lois Wilkerson

TELEPHONE (714) 241-6160

ADDRESS 11460 Warner Ave

CITY Fountain Valley

ZIP CODE 92708

The applicant hereby agrees to hold the Garden Grove Unified School District, the Board of Education, individual members thereof, and all district employees free and harmless from any loss, damage, cost, claims, actions/judgments, or expense, regardless of cause, which may arise during or because of such use or occupancy of the school property, facilities, furniture or equipment. The applicant furthermore certifies that he or she shall be personally responsible, on behalf of the organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment while occupied by the organization. The organization agrees to abide by and enforce all rules and regulations of the Garden Grove Unified School District governing the non-school use of buildings, grounds, and equipment. Furthermore, the undersigned states that, to the best of his or her knowledge, the school property for use of which application is hereby made will not be used for the commission of any crime or any act that is prohibited by law. The undersigned further declares that the applicant organization, on whose behalf he/she is applying for the use of school property, upholds and defends the Constitutions of the United States and the State of California. This statement is made under penalty of perjury.

The Board of Education reserves the right to terminate any facility use permit upon written notice by the Board or its designated representative, to the person, organization, or group in whose name the facility use permit is issued.

I have read and understand regulations stated above.

Signature

Date

Approved by
OBS - 8/99
9702.101*

District Office Use Only

Date

FACILITIES USE PERMIT ADDENDUM

Addendum to:

Garden Grove Unified School District's Application and Agreement for Use of Don Wash Memorial Auditorium

Name of Applicant: Coastline Community College

This Addendum amends that certain application to Garden Grove Unified School District for use of the facilities at Garden Grove High School's Don Wash Memorial Auditorium dated May 14, 2011. The following sentence in the Application and Agreement is hereby deleted: "The applicant further certifies that he or she shall be personally responsible, on behalf of the organization, for any damage or unnecessary abuse of school buildings, grounds, or equipment while occupied by the organization."

Notwithstanding anything to the contrary contained in the Application, the School district and Coastline Community College agree that California Education Code Section 38134(i) is incorporated into and supersedes any conflict part of the application. California Educational Code Section 38134 (i) provides as follows:

Any school district authorizing the use of school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of the district in the ownership and maintenance of those facilities or grounds. Any group using school facilities or grounds under subdivision (a) shall be liable for any injuries resulting from the negligence of that group during the use of those facilities or grounds. The district and the group shall each bear the cost of insuring against its respective risks and shall each bear the cost of defending itself against claims arising from those risks.

Notwithstanding any other provision of law, this subdivision shall not be waived. Nothing in this subdivision shall be construed to limit or affect the immunity or liability of a school district under Division 3.6(commencing with Section 810) or Title 1 of the government code for injuries caused by a dangerous condition of public property. (California Education Code Section 38134)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER

OCF-01-11IA

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

CONTRACTOR'S NAME

COAST COMMUNITY COLLEGE DISTRICT

2. The term of this Agreement is: **01/01/11** through **12/31/11**

3. The maximum amount of this Agreement is: **TRADE VALUE**

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work – **To utilize parking lots and the Pacific Amphitheatre in trade at the OC Fair & Event Center ("District") and Orange Coast College ("OCC") as outlined on the following pages.** Pages 1 – 4

Exhibit B – Budget Detail and Payment Provisions

Exhibit C – General Terms and Conditions (Attached hereto as part of this agreement)

Pages 5 – 8

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions – GIA 101 (Attached hereto as part of this agreement)

Page 9

Exhibit F – Insurance Requirements (Attached hereto as part of this agreement)

Pages 10 – 11

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)

COAST COMMUNITY COLLEGE DISTRICT

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Jerry Patterson, Board President

ADDRESS

**1370 Adams Avenue, Costa Mesa, CA 92626
(714) 438-7444**

STATE OF CALIFORNIA

AGENCY NAME

32ND DISTRICT AGRICULTURAL ASSOCIATION

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Steve Beazley, President & CEO

ADDRESS

88 Fair Drive, Costa Mesa, CA 92626

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

CONTRACTOR AGREES:

DISTRICT PARKING LOT "E"

1. **Dates/Times of Use:** January 3 – June 23 and August 15 – September 30
Monday – Friday 6:00 a.m. to 12:00 a.m.
2. **Purpose:** Overflow parking for Orange Coast College (OCC) students.
3. That in the case of Lot "E" needing to be utilized for an event an alternative lot will be made available by the District.
4. To notify the District of any accident or incident that takes place in the designated parking area.
5. To provide proper directional signage.
6. To enforce parking regulations.
7. That vehicles will enter through Gate 3½ off of Arlington Drive to access the lot.

PACIFIC AMPHITHEATRE

1. **Dates/Times of Use:** Set-up: May 23 & 24 8:00 a.m. – 5:00 p.m.; Event: May 25 5:30 p.m. – 7:30 p.m.
2. **Purpose:** Orange Coast College Commencement Ceremony
3. **Estimated Attendance:** 6,000 - 7,000
4. To provide ushers.
5. To provide light snacks and beverages for after the commencement ceremony.
6. To provide necessary directional signage per the required specifications.
7. To be responsible for reimbursement of any fees charged by the Costa Mesa Police Department for traffic control purposes.
8. Seating shall be limited to the seated area. No access shall be permitted on the grass berm.
9. To provide \$10,000.00 worth of in-kind trade to be fulfilled by OCC in conjunction with the District's Director of Marketing of the year-round event program and the annual OC Fair as indicated in items 10 – 15.
10. To provide advertising/inclusion in:
 - a. *Coast to Coast* (weekly newspaper)
 - b. *Coast Report* (weekly newspaper)
 - c. Commencement Program
11. To provide a promotional email blast to all OCC accounts.
12. To provide campus signage as follows:
 - a. Windmasters (6 key locations)
 - b. Glass display cases (12 locations)

13. To provide link to on OCC website to the District's website.
14. To provide brochure distribution as follows:
 - a. Bookstore
 - b. Offices
 - c. Student Center
 - d. Mailboxes
15. To insert Summer Concert Series schedule in Commencement Program.

OCC PARKING LOTS A, B, C, D & E

1. **Dates/Times of Use:** To compensate the District in the manner of trade services with utilization of agreed upon paved areas of parking lots A, B, C, D & E for year round events including but not limited to the following dates:
 - a. April 16, 17
 - b. May 14, 15, 21, 22, 28, 29
 - c. June 24, 25, 26
 - d. July 15 – August 14
2. **Purpose:** For overflow vendor and patron parking during specified year-round events and the annual OC Fair.
3. To notify the District of any accident or incident that takes place in the designated parking areas.
4. In the occurrence of Lots "A, B, C, D and/or E" needing to be utilized for an event that an alternative lot will be made available by OCC.

OCC ADAMS DIRT LOT

1. **Dates/Times of Use:** June 20 – August 19
2. **Purpose:** For overflow parking during the annual OC Fair and the Barrett–Jackson event.
3. To notify the District of any accident or incident that takes place in the designated parking area.
4. In the occurrence of Lots "A, B, C, D and/or E" needing to be utilized for an event, that an alternative lot will be made available by OCC.

STATE AGREES:

1. To barricade District's Lot "E" to allow only one access point off Arlington Drive at Gate 3½.
2. To ensure that Gate 3½ off Arlington is locked/unlocked daily for the OCC students to enter.
3. To clean used areas after each day of use to restore to the condition in which the property was received.
4. To provide security personnel, traffic directors, directional signage, additional lighting, as needed, and portable restrooms during the designated events.
5. To work with OCC Public Safety to coordinate parking credential enforcement daily during the 2011 OC Fair and other dates utilized by the District for overflow parking.
6. To clean and make suitable for parking of vehicles. The District will coordinate and receive approval from OCC on the cleaning plan.
7. To hold harmless the Coast Community College District from any and all liability during the use of the Orange Coast College Adams parking lot during the OC Fair. The District assumes all responsibility and is aware the Adams parking lot is not paved and not striped.
8. To provide CCCD with proof of insurance for the contract period.

The following applies to use of the Pacific Amphitheatre only for the annual OCC Commencement Ceremony:

9. To provide and pay for the necessary parking services, stage lighting, sound (up to \$5,000.00 only) and curtains.
10. To provide coordination with Costa Mesa Police Department for traffic.
11. To provide electronic marquee board one week prior to date of Commencement Ceremony.
12. To provide and pay for five (5) Security personnel from 4:30 p.m. – 7:30 p.m.
13. To provide cement bases for flag hanging. Amount and location TBD.
14. To provide and pay for theatre prep and post event clean-up.
15. To provide and pay for janitorial personnel.
16. To have Master Concessionaire provide water and soda during the OCC Commencement Ceremony. Alcoholic beverages will not be available.
17. To allow OCC to sell Bookstore merchandise at no rent or commission to the District.
18. To allow OCC to sell flowers at no rent or commission to the District.
19. To provide electronic copy of OC Fair Summer Concert Series for inclusion in OCC Commencement Ceremony program.

EXHIBIT C- GENERAL TERMS AND CONDITIONS

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor (s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code 8546.7, Pub. Contract code 10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor shall defend, indemnify, and hold 32nd District Agricultural Association and the State of California, 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 acts or omissions of the Contractor, its officers, employees, or agents.

32nd District Agricultural Association and the State of California shall defend, indemnify and hold the Contractor, 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 acts or omissions of 32nd District Agricultural Association and the State of California, its officers, employees, or agents."
6. **DISUPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support

enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT E – GIA 101

1. **APPROVAL:** This Agreement is not valid until signed by both parties and approved by the Department of General Services, if required.
2. **AUDIT:** The agency performing work under this Agreement agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement if it exceeds \$10,000. The agency performing work agrees to maintain such records for possible audit for the minimum of three (3) years after final payment, unless a longer period of record retention is stipulated.
3. **PAYMENT:** Costs for this Agreement shall be computed in accordance with State Administrative Manual Section 8752 and 8752.1.
4. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.
5. **SUBCONTRACTING:** All subcontracting must comply with the requirements of the State Contracting Manual, Section 3.06.
6. **ADVANCE PAYMENT:** The parties to this interagency agreement may agree to the advancing of funds as provided in Government Code Sections 11257 through 11263.
7. **DISPUTES:** The agency performing work under this Agreement shall continue with the responsibilities under this Agreement during any dispute.
8. **TIMELINESS:** Time is of the essence in this Agreement.

EXHIBIT F – INSURANCE REQUIREMENTS

I. Evidence of Coverage

The contractor/renter shall provide a signed original evidence of coverage form for the term of the agreement protecting the legal liability of the State of California, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, or California Exposition and State Fair, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California Exposition and State Fair, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."
2. Dates: The dates of inception and expiration of the insurance. For individual events, the specific event dates must be listed, along with all set-up and tear down dates.
3. Coverages:

a. General Liability - Commercial General Liability coverage; on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 0001. Limits shall be not less than \$5,000,000 per occurrence for Fairtime Carnival Rides; \$3,000,000 per occurrence for Motorized Events All Types except arena or track motorcycle racing and go-cart racing; \$3,000,000 per occurrence for Rodeo Events all types with a paid gate and any Rough Stock events; \$2,000,000 per occurrence for Rodeo Events All Types without a paid gate and with any Rough Stock events; \$1,000,000 per occurrence for Rodeo Events All Types without any Rough Stock Events; \$2,000,000 per occurrence for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Mechanical Bulls, Extreme Attractions All Types, Orbitrons, Simulators, and Motorized Events of arena or track motorcycle racing and go-cart racing; \$1,000,000 per occurrence for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 0001, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

In addition to the foregoing, Contractor shall provide a certified copy of an additional insured endorsement to the District, Forms ISO CG 2005, 2010, 2012, 2024, showing the State of California, the 32nd District Agricultural Association, the OC Fair and Event Center, and their agents, directors, officers, servants, and employees are made additional insureds on Contractor's general liability insurance policy and automobile liability policy.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: A statement by the insurance company that it will not cancel or reduce the limits or coverages of said policy or policies without giving 30 days prior written notice to the named certificate holder.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
 - 32nd District Agricultural Association, OC Fair & Event Center, 88 Fair Drive, Costa Mesa, CA 92626
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.
7. Insured: The contractor/renter must be specifically listed as the Insured.

OR

- B. CFSA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSA) Special Events Program, when applicable.

OR

- C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSA).

OR

- D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self-insurance has been approved by California Fair Services Authority (CFSA).

II. General Provisions

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.
2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.
3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations.
4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSA).

III. Participant Waivers

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFSA Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information.

DISTRIBUTION AGREEMENT

Between

COAST COMMUNITY COLLEGE DISTRICT

Coastline Community College/Coast Learning Systems



&



DISTRIBUTION AGREEMENT

This **AGREEMENT** is entered into by and between the Coast Community College District (**COPYRIGHT HOLDER/PRODUCER**), a California public educational entity, and Insight Media, Inc. ("**DISTRIBUTOR**"), a New York corporation. Coast Community College District and Insight Media, Inc. may be referred to herein individually as "Party" and/or collectively as "Parties."

WHEREAS, COPYRIGHT HOLDER/PRODUCER possesses the distribution rights to audio-visual recordings of certain videocassettes and DVDs listed on the attached Schedule A–N (the "**PROGRAMS**"), and

WHEREAS, COPYRIGHT HOLDER/PRODUCER desires to grant to DISTRIBUTOR and DISTRIBUTOR desires to be granted distribution rights to the Programs, as more fully set forth herein,

NOW THEREFORE, in consideration of the premises and the mutual covenants herein set forth, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. GRANT OF DISTRIBUTION RIGHTS

- a. COPYRIGHT HOLDER/PRODUCER hereby grants DISTRIBUTOR the limited non-exclusive rights to resell and otherwise distribute the Programs listed on Schedule A–N to educational institutions in the United States of America only.
- b. DISTRIBUTOR does not have the right to make and/or distribute, or to allow the end-user to make, a closed-captioned version of any of the videocassette or DVD Program(s).
- c. Additional Programs may be added under the terms of this Agreement via an approved COPYRIGHT HOLDER/PRODUCER and DISTRIBUTOR written addendum.

2. TERM

This agreement shall commence on May 5, 2011, and shall expire on May 4, 2014.

A new Agreement must be negotiated six (6) months prior to this Agreement's expiration date. During the last six (6) months of the Agreement, DISTRIBUTOR will be able to purchase Programs as needed to fulfill orders from promotions printed prior to termination unless DISTRIBUTOR has failed to uphold the contract terms as provided herein.

Either Party may terminate this Agreement, with or without cause, upon providing thirty days written notice to the other Party. Upon termination by either party during the term of the Agreement, DISTRIBUTOR will cease including Programs in all new promotional materials and shall cease selling all said Programs immediately. The COPYRIGHT HOLDER/PRODUCER reserves the right to cancel this Agreement with a thirty (30) day notice at anytime. DISTRIBUTOR will be able to purchase Programs as needed to fulfill orders from promotions printed prior to termination unless DISTRIBUTOR has failed to uphold the contract terms as provided herein.

Without prejudice to any accrued rights and liabilities between the parties, either party may terminate this Agreement immediately by written notice sent via "traceable means" (via UPS, Fedex, DHL, or certified US Mail with a confirmed receipt to the address for a party set forth above or such other address as a party shall designate in writing) to the other if that other shall commit any substantial breach of this Agreement and shall have failed to remedy the same within thirty (30) days of the service of a notice specifying the breach and requiring its remedy.

3. PRICING, DELIVERY & PAYMENTS

- a. COPYRIGHT HOLDER/PRODUCER will grant DISTRIBUTOR a 35% discount from COPYRIGHT HOLDER/PRODUCER published list price on DVD products listed in the Schedules. This discount from published list price does not apply to any form of special, limited-time pricing made by COPYRIGHT HOLDER/PRODUCER to any other entity.
- b. DISTRIBUTOR reserves the right to set its own list prices for the Individual DVD Programs and Complete DVD Series.

- c. DISTRIBUTOR is expressly prohibited from offering or implying that it or third parties have the right or permission for digital encoding, transcoding, or storage of Individual DVD Programs or Complete DVD Series provided by COPYRIGHT HOLDER/PRODUCER under this Agreement.
- d. In the event of a change in COPYRIGHT HOLDER/PRODUCER published list price, Producer will provide notice in writing, sent via traceable means (see Paragraph 2 above), at least thirty (30) days before the price change will take effect. If the published list price decreases, DISTRIBUTOR will have the right to purchase at the discount off the newly published list price.
- e. COPYRIGHT HOLDER/PRODUCER shall ship products within seven (7) business days of receipt of DISTRIBUTOR's written order. COPYRIGHT HOLDER/PRODUCER will ship via UPS and charges will be billed directly to DISTRIBUTOR's shipper account. Each June 1st, COPYRIGHT HOLDER/PRODUCER shall provide a list of holidays observed by the Coast Community College District in order to allow DISTRIBUTOR to plan orders accordingly. Holidays observed by the COPYRIGHT HOLDER/PRODUCER shall not be counted as business days.
- f. DISTRIBUTOR will remit payments in United States currency to COPYRIGHT HOLDER/PRODUCER within 30 days of receipt of an invoice for all products received. Should DISTRIBUTOR fail to make required payments within 45 days of receipt of an invoice, COPYRIGHT HOLDER/PRODUCER will have the right to suspend the purchasing/distribution rights of the DISTRIBUTOR until payment is received.
- g. In the event that any Program becomes unavailable COPYRIGHT HOLDER/PRODUCER shall provide DISTRIBUTOR ninety (90) days advance notice in writing and the opportunity for DISTRIBUTOR to place a final order as long as the order does not create a legal liability for the COPYRIGHT HOLDER/PRODUCER.

4. DAMAGED/ DEFECTIVE GOODS & RETURNS

- a. COPYRIGHT HOLDER/PRODUCER will expeditiously replace any Programs received that are found to be defective or damaged. DISTRIBUTOR will return all defective or damaged Programs, if requested by COPYRIGHT HOLDER/PRODUCER. Return shipping will be paid by COPYRIGHT HOLDER/PRODUCER.
- b. COPYRIGHT HOLDER/PRODUCER will only accept returns on Programs that are removed from its inventory due to retirement, content revision, or under legal necessity.
- c. DISTRIBUTOR understands that no other returns of purchased Programs will be accepted.

5. WARRANTIES

- a. COPYRIGHT HOLDER/PRODUCER warrants that it possesses the necessary rights to the Programs to enter into this Agreement and to grant distribution rights to DISTRIBUTOR and carry out the terms hereof. COPYRIGHT HOLDER/PRODUCER further warrants that the Programs, and DISTRIBUTOR's distribution of them hereunder, do not, and will not, infringe any statutory or common-law copyright or other intellectual property right of any third party and will be fit for their intended use, merchantable, and of industry-standard quality. COPYRIGHT HOLDER/PRODUCER will indemnify and hold DISTRIBUTOR harmless from and against any and all claims, losses, damages, costs, and expense (including reasonable attorney's fees) arising out of any material breach of any representation or warranty made by COPYRIGHT HOLDER/PRODUCER hereunder.
- b. DISTRIBUTOR represents and warrants that it has the full right, power, legal capacity, and authority to enter into this Agreement and carry out the terms hereof. DISTRIBUTOR will indemnify and hold Producer harmless from and against any and all claims, losses, damages, costs, and expense (including reasonable attorney's fees) arising out of any material breach of this Agreement or any representation or warranty made by DISTRIBUTOR hereunder.
- c. IN NO EVENT, EXCEPT WITH RESEPECT TO EACH PARTY'S INDEMNIFICATION AND CONFIDENTIALITY OBLIGATIONS, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR LOST PROFITS OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

6. SUCCESSORS AND ASSIGNS

COPYRIGHT HOLDER/PRODUCER and DISTRIBUTOR agree that this entire Agreement and/or any portion of this Agreement may NOT be assigned to another party.

7. ENTIRE AGREEMENT

This Agreement, including all schedules hereto, constitutes the entire Agreement between DISTRIBUTOR and COPYRIGHT HOLDER/PRODUCER and may not be altered or amended except in writing, signed by each of the parties. There are no representations, covenants or warranties other than those expressly stated herein. No waiver, modification or any of the terms hereof shall be valid unless in writing signed by both parties. This Agreement shall control over any contrary terms a party seeks to impose by inclusion on a purchase order or similar document.

8. COMPLY WITH ALL LAWS

In performance of this Agreement DISTRIBUTOR shall comply with all applicable state, federal and local laws, ordinances, codes, rules, regulations, and standards and shall hold and maintain all necessary licenses and permits.

9. RELATIONSHIP BETWEEN THE PARTIES

This Agreement does not create any agency, partnership, joint venture or franchise relationship between the parties and neither DISTRIBUTOR nor its employees shall be deemed to be a legal representative, agent or employee of COPYRIGHT HOLDER/PRODUCER. Neither party has the right or authority to and shall not assume or create any obligations of any nature on behalf of the other party, or bind the other party in any respect.

10. GOVERNING LAW

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

IN WITNESS WHEREOF, each of the undersigned parties has caused this Agreement to be executed by its duly authorized officer:

INSIGHT MEDIA

By: _____
Justin M. Baer, Acquisitions & Development

Dated:

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Jerry Patterson, President, Board of Trustees

Dated:

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

With a copy to: Director, Marketing & Partnerships
Coast Learning Systems
Coastline Community College
11460 Warner Avenue
Fountain Valley, CA 92708

**Schedules "A" – "N"
Attached**



Schedule A
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *ANATOMY & PHYSIOLOGY: AN INTRODUCTION*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|---|--|
| 1. Introduction to Anatomy & Physiology | |
| 2. Basic Chemistry & the Cellular Level of Organization | |
| 3. Tissues & the Integumentary Systems | |
| 4. The Skeletal System | |
| 5. The Muscular System | |
| 6. The Nervous System | |
| 7. The Senses | |
| | 8. The Endocrine System |
| | 9. The Cardiovascular System |
| | 10. Blood, the Lymphatic System & Immunity |
| | 11. The Respiratory System |
| | 12. The Digestive System, Nutrition & Metabolism |
| | 13. The Urinary System |
| | 14. The Reproductive System |

Schedule B
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *ANTHROPOLOGY: THE FOUR FIELDS*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|--|
| 1. Essence of Anthropology | 15. Language & Communication |
| 2. Biology & Evolution | 16. Social Identity, Personality & Gender |
| 3. Living Primates | 17. Patterns of Subsistence |
| 4. Living Primates, II | 18. Economic Systems |
| 5. Methods of Paleoanthropology | 19. Sex & Marriage |
| 6. Macroevolution and the Early Primates | 20. Family & Household |
| 7. The First Biped | 21. Kinship & Descent |
| 8. A New Hominin | 22. Grouping by Gender, Age, Common Interest & Class |
| 9. Premodern Humans | 23. Politics, Power & Violence |
| 10. Homo sapiens and the Upper Paleolithic | 24. Spirituality, Religion & the Supernatural |
| 11. Neolithic Transition | 25. The Arts |
| 12. Grouping by Gender, Age, Common Interest & Class | 26. Process of Change |
| 13. Modern Human Diversity | 27. Global Challenges, Local Responses & the Role of |
| 14. Characteristics of Culture | 28. Applied Anthropology |

Schedule C
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *ASTROMONY: OBSERVATION & THEORIES*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|------------------------------|--------------------------------|
| 1. The Study of the Universe | 11. Stellar Remnants |
| 2. Observing the 0Sky | 12. Our Galaxy: The Milky Way |
| 3. Celestial Cycles | 13. Galaxies |
| 4. The Birth of Astronomy | 14. Active Galaxies |
| 5. Astronomical Tools | 15. Cosmology |
| 6. The Science of Starlight | 16. Solar Systems |
| 7. The Sun—Our Star | 17. The Terrestrial Planets |
| 8. The Family of Stars | 18. The Jovian Worlds |
| 9. Stellar Births | 19. Solar System Debris |
| 10. Stellar Deaths | 20. The Search for Life Beyond |

Schedule D
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *CHILD DEVELOPMENT: STEPPING STONES*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|-----------------------------------|
| 1. The Developing Person | 14. Developing Through Play |
| 2. A Scientific Approach | 15. Hazards Along the Way |
| 3. Nature and Nurture: The Dance of Life | 16. The Golden Years of Childhood |
| 4. The Wondrous Journey | 17. The Age of Reason |
| 5. Delicate Group | 18. A Society of Children |
| 6. Grow, Baby, Grow! | 19. On the Road of Accomplishment |
| 7. The Little Scientists | 20. School Days |
| 8. Getting to Know You | 21. Explosions |
| 9. Off to a Good Start | 22. What If? |
| 10. Fatherhood | 23. Who Am I? |
| 11. Playing and Growing | 24. The Home Stretch |
| 12. Playing and Learning | 25. Crashing Hard Into Adulthood |
| 13. Playing and Socializing | 26. Different Paths |

Schedule E
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *CONCEPTS IN MARKETING*

**PRODUCER
LIST PRICE**

\$750.00 / Series

\$99.00 per Individual Lesson Title

**COST TO
DISTRIBUTOR**

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--------------------------------------|---|
| 1. Introduction to Marketing | 10. New Product & Service Development |
| 2. Marketing Strategy | 11. Managing Products & Services |
| 3. Environmental Scanning | 12. Pricing Products & Services |
| 4. Ethics and Social Responsibility | 13. Marketing Channels & Supply Chain |
| 5. Consumer Behavior | 14. Retailing & Wholesaling |
| 6. The Organizational Buying Process | 15. Integrated Marketing Communications |
| 7. Global Marketing | 16. Advertising, Sales Promotion & Public Relations |
| 8. Marketing Research | 17. Personal Selling & Sales Management |
| 9. Segmenting & Targeting Markets | 18. Interactive & Multichannel Marketing |

Schedule F
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|--|
| 1. Essence of Anthropology | 10. Kinship & Descent |
| 2. Characteristics of Culture | 11. Grouping by Gender, Age, Common Interest & Class |
| 3. Beginnings of Human Culture | 12. Politics, Power & Violence |
| 4. Language & Communication | 13. Spirituality, Religion & the Supernatural |
| 5. Social Identity, Personality & Gender | 14. The Arts |
| 6. Patterns of Subsistence | 15. Process of Change |
| 7. Economic Systems | 16. Global Challenges, Local Responses & the Role of |
| 8. Sex & Marriage | 17. Applied Anthropology |
| 9. Family & Household | |

Schedule G
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *CYCLES OF LIFE: EXPLORING BIOLOGY*

PRODUCER
LIST PRICE
\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO
DISTRIBUTOR
\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--------------------------------------|---|
| 1. The Unity and Diversity of Life | 14. Plant Structure |
| 2. Chemical Foundations of Life | 15. Plant Reproduction |
| 3. Secrets of the Cell | 16. Animal Structure |
| 4. The Power of Metabolism | 17. Circulation: A River of Life |
| 5. Energy In—Energy Out | 18. Immunity |
| 6. Generations: Mitosis and Meiosis | 19. Respiration |
| 7. Patterns of Inheritance | 20. Digestion and Fluid Balance |
| 8. DNA: Blueprint of Life | 21. The Neural Connection |
| 9. Proteins: Building Blocks of Life | 22. Endocrine Control: Systems in Balance |
| 10. Microevolution | 23. Animal Reproduction and Development |
| 11. Macroevolution | 24. Populations and Communities |
| 12. Viruses, Bacteria, and Protists | 25. Ecosystems and the Biosphere |
| 13. Fungi, Plants, and Animals | 26. The Human Factor |

Schedule H
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *DOLLAR\$ & SENSE: PERSONAL FINANCE FOR THE 21ST CENTURY*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|---|---|
| 1. Your Personal Financial Plan | 15. Home, Auto and Business Insurance |
| 2. Basic Economic Principles | 16. Health and Disability Insurance |
| 3. Personal Career Strategies | 17. Life Insurance |
| 4. Money Management Strategies | 18. Fundamentals of Investing |
| 5. Planning Your Tax Strategy | 19. Investing in Stock |
| 6. Banking Services of Financial Institutions | 20. Investing in Bonds |
| 7. Introduction to Consumer Credit | 21. Investing in Mutual Funds |
| 8. Choosing Sources of Consumer Credit | 22. Real Estate and Other Investment Alternatives |
| 9. Credit Problems | 23. Retirement Planning |
| 10. Legal Aspects of Protecting Your Health | 24. Estate Planning |
| 11. Consumer Purchasing Strategies | 25. Deception in the Marketplace |
| 12. Transportation Costs | 26. Evaluating Your Commitment to Your Financial |
| 13. The Finances of Housing | |
| 14. Personal Risk and Insurance | |

Schedule I
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *MASTERING THE COLLEGE EXPERIENCE*

**PRODUCER
LIST PRICE**

\$750.00 / Series

\$99.00 per Individual Lesson Title

**COST TO
DISTRIBUTOR**

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|------------------------------|--|
| 1. Welcome to College | 14. Thinking Creatively |
| 2. The First Step | 15. Thinking Critically |
| 3. Ideas are Tools | 16. Math and Science: a 3-D Solution |
| 4. Finding the Time | 17. Research: Solving a Mystery |
| 5. Looking Ahead | 18. Writing Well- The First Draft |
| 6. You've Got a Great Memory | 19. Writing Well- The Final Presentation |
| 7. Muscle Reading | 20. Communication |
| 8. Reading Challenges | 21. Relationships |
| 9. Taking Notes | 22. Money and Finance |
| 10. Challenges Worth Noting | 23. Take Care of Your Machine |
| 11. Preparing for the Test | 24. Preventing Life Crashes |
| 12. This is Not a Test | 25. Charting Your Course |
| 13. Embracing Diversity | 26. Mastering Your Life |

Schedule J
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|---|--|
| 1. The Anthropological Perspective | 9. The First Biped |
| 2. Development of Evolutionary Theory | 10. A New Hominin |
| 3. Biological Basis of Life | 11. Premodern Humans |
| 4. Heredity & Evolution | 12. Origin & Dispersal of Modern Humans |
| 5. Macroevolution: Vertebrate & Mammalian Evolution | 13. Modern Human Biology: Patterns of Variation |
| 6. Overview of Primates | 14. Modern Human Biology: Patterns of Adaptation |
| 7. Primate Behavior | 15. Legacies of Human Evolutionary History |
| 8. Methods of Paleoanthropology | 16. Applied Anthropology |

Schedule K
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *PSYCHOLOGY: THE HUMAN EXPERIENCE*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|---|
| 1. Why Study Human Behavior? | 14. Infant and Child Development |
| 2. Research Methods in Psychology | 15. Adolescent and Adult Development |
| 3. The Nervous System | 16. Gender and Sexuality |
| 4. The Neuron and Neural Transmission | 17. Personality Theories |
| 5. Sensation and Perception | 18. Personality Traits and Assessment |
| 6. Consciousness | 19. Social Cognition |
| 7. Learning Classical and Operant Conditioning | 20. Attitudes |
| 8. Learning Observational and Cognitive Approaches | 21. Group Influence |
| 9. Memory | 22. Stress, Health, and Coping |
| 10. Language and Cognition | 23. Understanding Psychological Disorders, Part One |
| 11. Intelligence and Creativity | 24. Understanding Psychological Disorders, Part Two |
| 12. Motivation | 25. Therapies |
| 13. Emotion | 26. Making Psychology Part of Your Life |

Schedule L
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *STATISTICALLY SPEAKING*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|---|
| 1. Inference to Statistics | 17. Inference for One Mean |
| 2. Displaying Data | 18. Comparing Two Means |
| 3. Describing Distributions | 19. Inference for One Proportion |
| 4. Normal Distributions | 20. Comparing Two Proportions |
| 5. Scatterplots & Correlation | 21. Choosing Inference Procedures |
| 6. Regression | 22. Chi-Square Tests |
| 7. Two-Way Tables | 23. Inference for Regression |
| 8. Producing Data: Sampling | 24. Multiple Regression: Building the Model |
| 9. Producing Data: Experimentation | 25. Multiple Regression: Refining the Model |
| 10. More on Experimentation | 26. Logistic Regression |
| 11. Introduction to Inference | 27. One-Way ANOVA |
| 12. Probability | 28. Contrasts: Comparing Means |
| 13. Sampling Distributions & the Central Limit Theorem | 29. Two-Way ANOVA |
| 14. Confidence Intervals | 30. Bootstrap Methods & Permutation Tests |
| 15. Tests of Significance | 31. Nonparametric Tests |
| 16. Cautions About Inference | 32. Statistical Process Control |

Schedule M
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *TRANSITIONS THROUGHOUT THE LIFE SPAN*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|-----------------------------|
| 1. The Developing Person | 14. Explosions |
| 2. A Scientific Approach | 15. What If? |
| 3. Nature and Nurture: The Dance of Life | 16. Who Am I? |
| 4. The Wondrous Journey | 17. Choices |
| 5. Grow, Baby, Grow | 18. Decisions, Decisions |
| 6. The Little Scientists | 19. Love and Work |
| 7. Getting to Know You | 20. Thriving in Midlife |
| 8. Playing and Growing | 21. Use it or Lose it |
| 9. Playing and Learning | 22. Making Lemonade |
| 10. Playing and Socializing | 23. Accepting the Challenge |
| 11. The Golden Years of Childhood | 24. Making Memories |
| 12. The Age of Reason | 25. Staying in the Game |
| 13. A Society of Children | 26. Living and Dying |

Schedule N
COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Series: *UNDERSTANDING CHEMISTRY IN OUR WORLD*

PRODUCER

LIST PRICE

\$750.00 / Series

\$99.00 per Individual Lesson Title

COST TO

DISTRIBUTOR

\$487.50 / Series

\$64.35 per Individual Lesson Title

INDIVIDUAL LESSON TITLES

- | | |
|--|--|
| 1. Chemistry and the Amazing Table | 8. Gases, Liquids, Solids: Going Through Phases |
| 2. Bonding: Atomic Glue | 9. Solutions: Mixing it Up! |
| 3. Ionic Compounds: Opposites Do Attract | 10. Rates and Equilibrium: Controlling Reactions |
| 4. Molecules: When Atoms Share Electrons | 11. Acid/Base Chemistry: Proton Power |
| 5. Organic Molecules | 12. Electrochemistry: The Chemistry of Batteries |
| 6. Chemical Reactions: Atoms Find New Partners | 13. Nuclear Chemistry: Nature's Power Pack |
| 7. Energy Makes Things Happen | 14. Biochemistry: The Chemistry of Life |

COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

SCHEDULES A, B, C, D, E, F, G, H, I, J, K, L, M, and N are ACCEPTED AND AGREED:

Justin M. Baer
Acquisitions & Development
INSIGHT MEDIA, INC.

Date

PROVIDED BY:

Lynn M. Dahnke
Director, Marketing & Partnerships
Coast Learning Systems
for the Coast Community College District

Date

COAST LEARNING SYSTEMS/INSIGHT MEDIA AGREEMENT
(Term of Agreement: May 5, 2011 – May 4, 2014)

Information provided by COPYRIGHT HOLDER/PRODUCER:

Are your titles available with Closed Captioning for the hearing impaired?

XX Yes (all) _____ No (none) _____ For certain titles (please include listing)

Are your VHS programs available in DVD format?

XX Yes (all) _____ No (none) _____ Varies, please inquire

DISTRIBUTOR may use images and previews (no longer than 2 minutes) taken from COPYRIGHT HOLDER/PRODUCER's products to better promote Programs in DISTRIBUTOR's printed brochures and on their website. The reproductions will be used for the promotion of the videos from which they were taken. *If requested by COPYRIGHT HOLDER/PRODUCER, A copy of all such promotional pieces will be received 120 days of creation, and the said pieces will be delivered to COPYRIGHT HOLDER/PRODUCER on DVD.*

May we separate images from your products for this purpose?

XX Yes _____ No _____ Varies, please inquire

Person to contact when ordering products: Marketing Department, Coast Learning Systems

Phone: 714-241-6109 Fax: 714-241-6286 E-mail: CoastLearning@coastline.edu

Preferred method for receiving orders:

☒ **Fax** (Customized order form to be created and approved by both parties.)

Corporations: please supply us with your Federal Tax ID number: 95-6002272

Please sign below to confirm this information.

Signature

Date

Lynn M. Dahnke, Director, Marketing & Partnerships
Coast Learning Systems
for the Coast Community College District



**COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Coast Community College District ("District") and **Madjid Niroumand** ("Administrator") hereby enter into this Interim Educational 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 **Associate Dean, Student Services.**
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 on **7/1/11**, and ending on the day prior to the commencement of employment of the successor to this position, or on **6/30/12**, whichever is earlier. 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 **07**, range **26** (\$ **9,339.66**/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

MASTER AGREEMENT – Enterprise Cloud

This Master Agreement shall incorporate the following General Terms and any Statements of Work that are exhibits hereinafter collectively referred to as "Agreement".

Customer

Customer: **Coast Community College District, Coastline Community College**

Address: **1370 Adams Avenue
Costa Mesa, CA 92626**

Effective Date: **May 5, 2011**

Contact Name: **Anthony Maciel**

E-Mail: **amaciel@gwc.cccd.edu**

Phone: **714-895-8983**

Facsimile: **714-895-8980**

General Terms

These General Terms are applicable to all services and software licenses provided by Terremark North America, Inc. ("Terremark") to Customer (collectively, the "Services").

1. Services. Terremark will provide the Services described in the Statement of Work ("SOW"). All equipment necessary to provide the Services is described in the Statement of Work (the "Equipment"). Any change in the scope of Services or additional Services engagements must be agreed upon in writing between Terremark and Customer by means of a new SOW or an Amendment to an existing SOW, and may result in additional fees and scheduling changes. Terremark will maintain the availability of the Services as set forth in the SOW.

2. Third Party Software. As part of Services, Terremark may supply to Customer or incorporate an object code version of software owned and/or licensed by a party other than Terremark ("Third Party Software"). Customer will acquire only those rights in the Third Party Software granted by applicable license and accorded by applicable law.

3. Security. Terremark will have the right, in its sole reasonable discretion, to suspend immediately any Services if deemed reasonably necessary by Terremark to prevent any harm to Terremark and its business. Terremark will provide notice and opportunity to cure if practicable depending on the nature of the breach.

4. Customer Materials. Any content, data, services, equipment, customer information, software supplied by Customer, and any trademarks and domain names used by Customer (collectively, the "Customer Materials") will be the sole responsibility of Customer unless otherwise provided in the SOW. Customer has the legal right and authority to use and to authorize Terremark to use all Customer Materials, and such use will not cause a breach of any third party agreement, violate any third party intellectual property right or applicable law or regulation, or unreasonably interfere with other Terremark customers' use of the Terremark services. Customer's use of the Services will comply with all applicable laws and regulations as well as the Terremark Acceptable Use Policy ("AUP") a copy of which can be accessed at <http://www.terremark.com/uploadedfiles/aup08.pdf>.

5. Compliance. The Parties agree to adhere to all applicable Export Laws and Regulations of the United States and that, absent any required prior authorization from the Office of Export Licensing, U.S. Department of Commerce, Bureau of Industry and Security ("BIS") or the U.S. Department of State, Directorate of Defense Trade Controls ("DDTC"), they will not knowingly export or re-export (as defined in Part 772 of the Export Administration Regulations ("EAR") (15 C.F.R. Parts 730-774) and Part 120 of the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130)) directly or indirectly, through their affiliates, licensees, or subsidiaries, any of the Information (or any product, process, or service resulting directly therefrom) they receive under this or any ancillary agreements, to any country named in Country Groups D1, E1, or E2 in Supp.1 to Part 740 of the EAR or any other country hereafter restricted by the U.S. Law or governmental order, including destinations subject to sanctions administered by the U.S. Department of the Treasury, Office of Foreign Assets Control ("OFAC"). Neither Customer, his employees, or businesses under his control (i) is a person whose property or interest in property is blocked or subject to blocking pursuant to, among others, Section 1 of Executive Order 13224 of September 23, 2001 Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)) as amended, and Executive Order 13268 of July 3, 2002 (67 Fed. Reg. 44751 (2002)) and Executive Order 13372 of February 16, 2005 (70 Fed. Reg. 8499 (2005)), (ii) engages in any dealings or transactions prohibited by Section 2 of such executive order, or is otherwise associated with any

such person in any manner violative of Section 2, or (iii) is a person on the list of Specially Designated Nationals or subject to the limitations or prohibitions under any other OFAC regulation or executive order. The Customer, its employees or businesses under Customer's direct control are in compliance, in all material respects, with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, as amended.

6. Payments. Customer will pay without deduction or set-off the fees summarized on the SOW for each of the Services purchased by Customer. Invoices are delivered monthly. Terremark bills in advance for Service to be provided during the upcoming month, except for charges that are dependent upon usage of Service, which are billed in arrears. Billing for partial months is prorated based on a calendar month. All invoices are due thirty (30) days after the date of invoice. In the event that Customer does not pay each invoice within thirty (30) days and fails to remedy that late payment within ten (10) days from notice, Terremark may block Customer's administrative rights to the Services and Equipment utilized to provide the Services until such payment is made. Past due amounts bear interest at the rate of 1.5% per month (or the highest rate allowed by law, whichever is less) beginning from the date first due until paid in full. Customer shall pay any and all applicable federal, state and local sales, use, value added, excise, duty and any other taxes of any nature (except any taxes based on Terremark's net income) assessed on the Services.

7. Term. The Term of this Agreement will commence upon the Effective Date and continue to May 4, 2014, but will encompass any SOW agreed upon prior to May 4, 2014. Upon proper termination of this Agreement, prospective payments under this Agreement shall cease; provided, however, Terremark shall be entitled to immediate payment for periods and partial periods that occur before the effective date of termination and for which Terremark has not yet been paid.

8. Termination. In the event that Customer terminates a SOW prior to the end of the term of a SOW (or in the event that the delivery of the Services is terminated by Terremark as the result of an uncured default by Customer pursuant to Section 9b of this Agreement), Customer shall pay Terremark a termination charge in a lump sum equal to the balance of the then-current monthly fee times the number of months remaining under the SOW. The parties acknowledge that the termination charges set forth in this Section 8 are a genuine estimate of the actual damages that Terremark will suffer and are not a penalty.

9. Default and Effect of Default.

a. Default By Terremark. For the purposes of this Agreement, Terremark shall be deemed in "Default" in the event that: (i) Terremark becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; (ii) Terremark makes an assignment for the benefit of creditors; (iii) Terremark admits in writing its inability to pay debts when due; or (iv) Terremark fails to observe and perform any material term of this Agreement and such failure continues for a period of thirty (30) days after written notice from Customer; then Customer may (A) terminate this Agreement and any SOW in whole or in part, in which event Customer shall have no further duties or obligations thereunder, and/or (B) pursue any remedies Customer may have under this Agreement, at law or in equity.

b. Default By Customer. For the purposes of this Agreement, Customer shall be deemed in "Default" in the event that: (i) Customer becomes the subject of a voluntary or involuntary bankruptcy, insolvency,

reorganization of liquidation proceeding; (ii) Customer makes an assignment for the benefit of creditors; (iii) Customer admits in writing its inability to pay debts when due; (iv) Customer fails to observe and perform any material term of this Agreement (other than payment terms) and such failure continues for a period of thirty (30) days after written notice from Terremark; or (v) Customer fails to make any payment required hereunder when due, and such failure continues for a period of thirty (30) days after written notice from Terremark. In the event of Customer's Default hereunder, Terremark may (A) suspend performance and/or terminate this Agreement and any SOW in whole or in part, in which event Terremark shall have no further duties or obligations thereunder, and/or (B) pursue any remedies Terremark may have under this Agreement, at law or in equity.

10. Mutual Confidentiality

a. **Disclosure and Use** Pursuant to the terms of our Mutual Non-Disclosure Agreement ("NDA") dated May 5, 2011, both Parties agree that they have a duty to maintain the confidentiality of all matters related to our dealings between Customer and Terremark. In addition, each Party agrees that it will not use in any way, nor disclose to any third party, the other Party's confidential information, and will take reasonable precautions to protect the confidentiality of such information, at least as stringently as it takes to protect its own confidential information, but in no case will the degree of care be less than reasonable care. Nothing herein shall preclude disclosure by a Party to that Party's attorneys, accountants and employees who have a bona fide need to know the other Party's confidential information in connection with the receiving Party's performance under this Agreement. Each Party agrees to only make copies of the other's confidential information for purposes consistent with this Agreement, and each Party shall maintain on any such copies a proprietary legend or notice as contained on the original or as the disclosing Party may request. In addition to the above, Customer may distribute copies of the Master Agreement pursuant to the Brown Act and the Public Records Act.

b. **Exclusions from Confidentiality Obligations** Notwithstanding the confidentiality obligations required herein, neither Party's confidentiality obligations hereunder shall apply to information which: (a) is already known to the receiving Party (other than the terms of this Agreement); (b) becomes publicly available without fault of the receiving Party; (c) is rightfully obtained by the receiving Party from a third party without restriction as to disclosure, or such confidential information is approved for release by written authorization of the Party having the rights in such confidential information; (d) is developed independently by the receiving Party without use of the disclosing Party's confidential information; or (e) is required to be disclosed by Law, provided that prior to making such required disclosure, the Party who is required to disclose the confidential information shall notify the owner of such confidential information that disclosure is legally required.

11. **Ownership.** "Terremark Technology" means Terremark's proprietary technology, including the hardware designs, algorithms, user interface designs, architecture, documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by Terremark or licensed to Terremark from a third party) used in the Services and any derivatives, improvements, enhancements or extensions of Terremark Technology conceived, reduced to practice, or developed during the term of this Agreement that are not uniquely applicable to Customer or that have general applicability in the art. Except for the rights expressly granted herein, this Agreement does not transfer from Terremark to Customer any Terremark Technology, and all right, title and interest in and to Terremark Technology will remain solely with Terremark or its licensors. Except for the rights expressly granted herein, this Agreement does not transfer from Customer to Terremark any rights in the Customer Materials, and all right, title and interest in and to Customer Materials will remain solely with Customer. Terremark and Customer each agrees that it will not, directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the other party. Terremark will own all right, title and interest in the hardware acquired by Terremark on its own behalf to perform Services.

12. Representations and Warranties.

a. **Authority.** Each of Customer and Terremark warrants to the other that (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder, (ii) the performance of its obligations and duties hereunder do not and will not violate any agreement by which it is bound, and (iii) when executed and delivered, this Agreement constitutes the legal, valid and binding

agreement as to the subject matter herein between the parties.

b. Warranties.

i. **By Terremark.** Terremark represents and warrants that it will perform the Services in a good and workmanlike manner and that the Services will comply with quality and performance standards established under this Agreement and the applicable SOW and any SLA. Except the extent that Customer's remedies for breach of an SLA are set forth ... the SLA, Terremark's sole obligation, and Customer's sole remedy, for any breach of the foregoing warranty shall be that Terremark shall, at Terremark's option and as applicable, (A) use commercially reasonable efforts to re-perform the relevant Services or (B) provide Customer with a service credit for the fees allocable to the time period and portion of the Services affected.

ii. **By Customer.** Customer represents and warrants that the statements in Section 4 herein are and will continue to be true during the Term of this Agreement.

c. **Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR A SOW, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ANY OTHER DELIVERABLES OF EITHER PARTY HEREUNDER, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN AN APPLICABLE STATEMENT OF WORK, TERREMARK PROVIDES THE THIRD PARTY SOFTWARE "AS IS" AND THE WARRANTIES, INDEMNITIES, AND REMEDIES SET FORTH HEREIN DO NOT APPLY TO THIRD PARTY SOFTWARE OR ANY BREACH, INFRINGEMENT, OR MISAPPROPRIATION TO THE EXTENT IT IS CAUSED BY SUCH THIRD PARTY SOFTWARE.

13. Indemnification.

a. **By Terremark.** Terremark agrees, at its expense, to defend or settle any third-party claim of infringement of U.S. patents, copyrights, trademarks or trade names resulting from Customer's use of the Services during the term of the applicable SOW, provided that Customer: (i) promptly delivers to Terremark any notices or papers served regarding such claim; (ii) provides Terremark sole control over the defense and any negotiation for its settlement or compromise; and (iii) provides such assistance as Terremark reasonably requests. Terremark will have no indemnification obligation to Customer for any infringement due to: (A) an unauthorized modification of the Services; (B) Customer's failure to promptly install an upgrade, update, or other fix or error correction provided by Terremark if prompt installation of such would have avoided the infringement; or (C) the combination of the Services with any non-Terremark product(s), software, or equipment if the Services would have avoided the infringement but for such combination. This states Customer's sole and exclusive remedy, and Terremark's sole and exclusive liability, regarding infringement of any intellectual property rights of a third party.

b. **By Customer.** Customer agrees, at its expense, to defend or settle (i) any third-party claim of infringement of U.S. patents, copyrights, trademarks or trade names resulting from Terremark's use of the Customer Materials during the term of the applicable SOW, and (ii) any third party claim against Terremark resulting from Customer's breach of the AUP, provided that Terremark: (A) promptly delivers to Customer any notices or papers served regarding such claim; (B) provides Customer sole control over the defense and any negotiation for its settlement or compromise; and (C) provides such assistance as Customer reasonably requests. Customer will have no indemnification obligation to Terremark for any infringement due to an unauthorized modification of the Customer Materials. This states Terremark's sole and exclusive remedy, and Customer's sole and exclusive liability, regarding infringement of any intellectual property rights of a third party.

14. Liability Limitation.

UNDER NO CIRCUMSTANCES WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, OR INCIDENTAL DAMAGES OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVING, WHETHER FORESEEABLE OR UNFORESEEABLE, EVEN IF SUCH PARTY SHALL HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, BASED ON CLAIMS OF THE OTHER PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT

LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE. FURTHER, EXCEPT WITH RESPECT TO LIABILITY UNDER SECTIONS 8, 10 AND 13, AND DIRECT DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY, IN NO EVENT WILL EITHER PARTY OR ITS SUPPLIERS BE LIABLE FOR DAMAGES OR LOSSES THAT EXCEED, IN THE AGGREGATE, THE AMOUNT OF FEES PAID FOR SERVICES THAT GAVE RISE TO SUCH DAMAGES OR LOSSES IN THE 60 DAY PERIOD PRIOR TO THE DATE ON WHICH THE EVENT GIVING RISE TO SUCH DAMAGES OR LOSSES OCCURRED.

15. Assignment. This Agreement shall accrue to the benefit of and be binding upon the Parties hereto and any successor or permitted assignee or transferee. Except as expressly provided, neither Party may, or shall have the power to, assign this Agreement or delegate its obligations hereunder without the prior written consent of the other, except that either Party may assign its rights and obligations under this Agreement without the approval of the other Party: (a) to an entity which acquires all or substantially all of the assets of the assigning Party; (b) to any Affiliate, in which event the assignor shall remain liable as a guarantor of the assignee/Affiliate's performance of such Party's obligations hereunder; (c) to a successor in a merger or acquisition; or (d) as collateral to any institutional lender.

16. No Hire Provision. Unless otherwise mutually agreed by Terremark and Customer in writing, Customer agrees not to hire or to solicit the employment of any personnel directly or indirectly associated with the work effort of Terremark under any SOW during the term of such SOW and for a period of one year thereafter.

17. Notices. All notices will be deemed given as of the day received by receipted, nationwide overnight delivery service, or in the U.S. mails, postage prepaid, certified or registered, return receipt requested, to the address and attention of the representatives specified below with copy to each party's General Counsel. Notices to Customer shall be sent to: Coast Community College District, Attention: General Counsel, Jack P. Lipton, Attention: Director, Anthony Maciel, 1370 Adams Avenue, Costa Mesa, CA 92626. Terremark notices shall be sent to: Terremark North America, Inc., Attention: Legal Department, One Biscayne Tower, 2 South Biscayne Blvd., Suite 2900, Miami, FL, 33131.

8. Regulatory. If any federal agency or any state body of competent jurisdiction determines that any provision of this Agreement violates any applicable rules, policies, or regulations, both Parties shall make reasonable efforts to immediately bring this Agreement into compliance and shall endeavor in those efforts to preserve for both Parties the economic benefits as reflected in this Agreement to the maximum extent possible. Terremark reserves the right to disclose information relating to your Statement of Work if required to do so by law, regulation, local, state or federal governmental request, or in the good faith belief that such action is necessary to: (a) conform to the edicts of the law or comply with legal process served on Terremark, its parent, or affiliates; (b) protect and defend the rights or property of Terremark, its parent, or affiliates; or (c) act under exigent circumstances to protect the personal safety of users

By signing below, the parties agree to the Terremark Master Agreement, including all General Terms and Statement(s) of Work.

Terremark Services or members of the public.

19. Insurance. Each party will keep in full force and effect during the term of this Agreement: (i) comprehensive general liability insurance in an amount not less than \$2 million per occurrence for bodily injury and property damage and (ii) workers' compensation insurance in an amount not less than that required by applicable law. Terremark will keep in full force and effect during the term of this Agreement (A) professional liability and errors and omission liability insurance covering acts, errors, omissions arising out of insured's negligence in an amount not less than \$2 million per occurrence and (B) commercial crime coverage in an amount not less than \$1 million per occurrence. Before installation of any Equipment in a Terremark data center, Customer will: (i) deliver to Terremark certificates of insurance showing the minimum levels of insurance set forth above. Customer will bear all risk of loss with respect to all Equipment.

20. Miscellaneous. Terremark is permitted to include Customer's name on a public list of existing customers. Customers on the public list may be disclosed as a customer of Terremark in earnings calls, public announcements and public disclosures. While the public list may be included in certain promotional and marketing materials, any other promotional or marketing use of Customer name will take place only with the express written consent of Customer. All other media releases relating to this Agreement or its subject matter, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements, including the obligations of a publicly traded company, beyond the reasonable control of the disclosing Party, shall be coordinated with and shall be subject to written approval by each Party prior to release. Terremark and Customer are independent parties. Nothing in this Agreement will be construed to make either party an agent, employee, franchisee, joint venturer, or legal representative of the other party. Except with regard to payments due Terremark, neither party will be liable for any delays or failures in performance due to circumstances beyond its reasonable control that could not be avoided by its exercise of due care. Terremark may perform any obligation pursuant to this Agreement using agents and subcontractors. This Agreement will be governed by and interpreted in accordance with California law, excluding its conflict of law principles. In the event of a lawsuit pursuant to this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees in addition to any other damages and amounts awarded to it in any action pursuant to this Agreement. No waiver, amendment, or other modification of this Agreement will be effective unless in writing and signed by the party against whom enforcement is sought. If any provision of this Agreement is held unenforceable, in whole or in part, such holding will not affect the validity of the other provisions of this Agreement. Sections of this Master Agreement, including those relating to payments, confidentiality, indemnification, and limitation of liability shall survive any expiration or termination of this Agreement. This Agreement and its schedules constitute the complete and entire statement of all terms, conditions, and representations of the agreement between Terremark and Customer with respect to its subject matter and supersede all prior writings or understandings.

Terremark North America, Inc.

Coast Community College District, Coastline Community College

Print Name: _____

Print Name: Jerry Patterson

Title: _____

Title: President of the Board

Signature: _____

Signature: _____

Date: _____

Date: _____

STATEMENT OF WORK – Enterprise Cloud

This Statement of Work is an exhibit to the General Terms of the Master Agreement between Terremark and Customer, dated May 5, 2011, (the "Agreement") and shall incorporate any exhibits expressly attached hereto.

SOW NO. 1

Customer

Customer: **Coast Community College District - Coastline Community College**

Address: **1370 Adams Avenue
Costa Mesa, CA 92626**

Effective Date: **May 5, 2011**

Contact Name: **Anthony Maciel**

E-Mail: **amaciel@gwc.cccd.edu**

Phone: **714.895.8983**

Facsimile:

Implementation Services

Terremark will configure, implement, deploy, provision and test ("Implementation Services") the computing resources, storage resources, network resources ("Infinistructure"), support services, and the application utilized to manage the Infinistructure ("Infinicenter Application"). The Infinistructure and Infinicenter Application will be used by Terremark to provide Services ("Enterprise Cloud Services"). The Enterprise Cloud Services are documented and attached hereto as "Appendix A". Within **five (5) business days** for Enterprise Cloud resources or **twenty-one (21) business days** of the later of the execution of the Terremark Master Agreement, including all General Terms and Statement(s) of Work, the delivery and implementation of the Equipment or Data Backup and Restore Services (if applicable), or the delivery of a signed certificate of acceptance, as described below, ("Commencement Date"), Terremark will make the Enterprise Cloud Services and/or Equipment (if applicable) ready for customer use provided that Customer timely supplies all Customer Materials and necessary information to Terremark and does not modify the configuration of the Enterprise Cloud Services and/or Equipment (if applicable). Upon making the Enterprise Cloud Services ready, Customer will receive login credentials with instructions on how to activate their Enterprise Cloud account and gain access to the Infinicenter Application. No more than three (3) business days after receiving login credentials Terremark will transition Customer to standard service and support ("Activation Date"). Customer shall not be permitted to access the Enterprise Cloud Services however, until Terremark receives all fees due hereunder (including Customer's Implementation Services Fee), any required proof of licenses for such content, and, if Customer is procuring Equipment from Terremark, Customer must provide a copy of a signed certificate of acceptance for the Equipment. Any services support provided to Customer will be billed at Terremark's current rate on a time and materials basis, except troubleshooting of the Terremark Enterprise Cloud Services.

At any time after Activation Date, Customer may request Terremark to provide a Professional Services engagement to perform work outside the scope of standard Implementation Services. Such request must be made and agreed upon by both parties by means of a new SOW pursuant to Section 1 of the Master Agreement. Services considered as out of scope of standard Implementation Services include, but are not limited to the following: (a) data migration services, including (i) database; (ii) mail boxes; (iii) Active Directory structure; and (iv) Customer application files; (b) Customer application implementation or development, including (i) custom code installation, development, compiling, troubleshooting or resolution; (ii) Third Party application installation or support; (iii) application and code user acceptance testing (UAT); (iv) directory services; messaging and application development design; and (v) regulatory or compliance issues surrounding the Customer's application; (c) contractual SLA events of any kind, including (i) 24 x 7 Implementation Services and support; (ii) application availability; and (iii) incident response times.

Customer will provide at no charge prompt and reasonable access to information, documentation, equipment, and personnel as requested by Terremark to facilitate Terremark's performance of the Services under this SOW. Terremark's performance is contingent upon Customer's timely and effective performance of its responsibilities, decisions and approvals.

Term

This Statement of Work will be for a term of **twelve (12) months** from the Effective Date (May 5, 2011) and shall extend until May 4, 2012 (the "Term").

Solution Location

Solution

Enterprise Cloud 10Ghz/20GB

Location

Terremark - Miami

Security

Network Security – The following options are selected:

☐ Dedicated Firewall ☒ Utility Firewall ☐ Network-based IDS ☐ Host-based IDP ☐ Disaster Recovery Solution ☐ None

Equipment and Software

Refer to "Appendix B" for Equipment Details, if applicable. Refer to "Appendix C" for Software Details, if applicable.

Bandwidth

Bandwidth is defined as connectivity to the public Internet. Customer agrees to purchase Bandwidth in an amount detailed in "Appendix A" ("Committed Bandwidth"). Bandwidth consumption in excess of purchased amount ("Bandwidth Overage") will be charged at the rate of two (2) times the per Mbps Committed Bandwidth rate. If the Committed Bandwidth rate specified in "Appendix A" does not contain a per Mbps rate or is listed at \$0, Bandwidth Overages will be billed at \$100 per Mbps. With respect to Customer's bandwidth usage, a sampling is taken every five (5) minutes over the period of each calendar month. This sampling is taken of all inbound and outbound traffic over each customer-dedicated network port having a public Internet address. At the end of the calendar month, the highest five percent (5%) of aggregated network utilization measurements are dropped. The bandwidth utilization for that calendar month is set at the remaining highest utilization measurement. Incremental bandwidth usage calculations will be rounded up to the nearest 1 Mbps.

Resource Bursting

Resource Bursting will be defined as the Customer's ability to enable and disable the use of additional resources, such as CPU, Memory, or Storage (collectively referred to as "Bursting Resources") within the Enterprise Cloud Application above the resources detailed in "Appendix A" (referred to as "Committed Resources"). Customer's ability to consume Bursting Resources is limited to the amount of excess resources available to all bursting customers deployed within the same Enterprise Cloud infrastructure. With respect to Bursting Resources usage, a measured sample is taken every five (5) minutes over the period of each calendar month for the amount of Bursting Resources used above the Committed Resources; commencing at the time the Resource Bursting option is enabled by the Customer and continues until the time the Resource Bursting option is disabled by the Customer. At the end of each calendar month, the aggregate Bursting Resources consumed at each measured sample during the month will be charged according to the following formulas using the bursting resource rates provided in the table below:

Price per measured sample = Bursting Resource Rate / (Total minutes per month / 5 Minutes); and,
Aggregate Bursting price = Price per measured sample * Sum of all measured Bursting Resources

Bursting Resources	Bursting Resource Rate
1GHz CPU	\$300/Month
1GB MEM (Memory)	\$300/Month
1GB Storage	N/A

Backup and Restore Services

Data Backup and Restore Services are defined as Customer's ability to backup, restore, and archive server data (files, databases, mail stores, etc) from Customer's Enterprise Cloud Services to Terremark's Data Backup and Restore Infrastructure ("Backup Infrastructure"). The Data Backup and Restore Services use a virtual or physical backup appliance(s) ("Gateway") deployed in Customer's Enterprise Cloud Services running Terremark provided backup software and are used to facilitate the transfer of data to and from Customer's Enterprise Cloud Services and the Backup Infrastructure. The Backup Infrastructure includes an online backup storage system managed by Terremark ("Primary Backup") that will be used for the purposes for storing backup data, and optionally a secondary backup storage system managed by Terremark ("Backup Archival") that may be used for rules-based archival of data backed up to Primary Backup.

Customer's understands they are fully responsible for entering and maintaining the encryption key(s). The encryption key(s) do not need to be entered each time a restore is initiated. However, if the Gateway needs to be rebuilt or whenever the backup software needs to be reloaded, the original encryption key(s) must be entered or no data can be restored. Under this condition, **NO DATA CAN BE RESTORED WITHOUT THE ENCRYPTION KEY**. Terremark will not manage nor be in possession of the encryption key(s) at any time.

The following Data Backup and Restore Services are included in this SOW:

☐ Primary Backup

Customer agrees to purchase Primary Backup storage in an amount detailed in "Appendix A" ("Committed Primary Backup"). With respect to Customer's Primary Backup usage, a report is generated at the end of each calendar month. The sum of all Primary Backup GB's stored in a given month is the calculation used for the consumption of Primary Backup. Primary Backup storage consumption in excess of purchased amount ("Primary Backup Overage") will be charged at the rate of per each additional 1GB of Primary Backup stored and billed to Customer in arrears. To support the Primary Backup Service the following Gateway option has been selected by the Customer:

☐ Virtual Gateway

☐ Physical Gateway

☐ Backup Archival

Customer agrees to purchase Backup Archival storage in an amount detailed in "Appendix A" ("Committed Backup Archival"). With respect to Customer's Backup Archival usage, a report is generated at the end of each calendar month. The sum of all Backup Archival GB's stored in a given month is the calculation used for the consumption of Backup Archival. Backup Archival storage consumption in excess of purchased amount ("Backup Archival Overage") will be charged at the rate of per each additional 1GB of Backup Archival stored and billed to Customer in arrears.

Fees Summary

Total Non-Recurring Charges	\$1,800
Professional Services	\$1,800
Total Monthly-Recurring Charges	\$4,235
Monthly Services - Hosting	\$3,640
Monthly Services - Network	\$145
Monthly Services - Security	\$0
Monthly Services - Storage	\$450

Billing/Payment

Terremark shall invoice Customer for the Implementation Services Fees, One-Time Charges, Equipment Purchase Fees, and Software Purchase Fees, if applicable, upon signature of this SOW. Payment for Implementation Services Fees shall be due prior to Activation Date. Payment for One-Time Charges shall be due upon receipt of invoice. Payment for Equipment and Software Purchase Fees shall be due as set forth in "Appendix B" and "Appendix C". Monthly Services Fees shall commence and be invoiced upon Activation Date and shall continue through the Term of this SOW. Monthly Subscription Software Fees shall commence, be invoiced, and be removed from invoicing as set forth in "Appendix C". Monthly Equipment Rental Fees, if applicable, shall commence and be invoiced as set forth in the Rental Agreement.

Customer acknowledges that additional orders in connection with this SOW with a value of less than \$2,500 in monthly recurring or one-time charges (including, but not limited to SSL certificates, implementation services, Enterprise Cloud Services upgrades, storage upgrades, etc.) may be placed with Terremark via confirmed email received from personnel authorized by Customer to place orders. Charges will be added to the monthly invoice following placement of said order.

By signing below, the parties agree that this Statement of Work defines the services to be provided and fees to be collected by Terremark for Customer.

Terremark North America, Inc.**Coast Community College District - Coastline Community College**

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

SOW APPENDIX A - Enterprise Cloud Services

This "Appendix A" to Statement of Work No. 1 between Terremark and Customer, dated **May 5, 2011**, details the Terremark Enterprise Cloud Services. All components and services that comprise the Enterprise Cloud Services must be set forth herein.

Enterprise Cloud Services Summary

- | | |
|--|-----------------------------|
| • HA Utility Firewall | • 10 GHz processing power |
| • HA Utility Load Balancer | • 20 GB Memory |
| • 2 x Software-Client/LAN VPN | • 500 GB Storage |
| • 5 x Public IP(s); Private IP's (DMZ/27) (INT/28) | • Additional 5 Public IP(s) |
| • 5 Mbps Committed Bandwidth | |

Enterprise Cloud Services Pricing Summary

Total Non-Recurring Charges	\$1,800
Professional Services	\$1,800
Total Monthly-Recurring Charges	\$4,235
Monthly Services - Hosting	\$3,640
Monthly Services - Network	\$145
Monthly Services - Security	\$0
Monthly Services - Storage	\$450

Enterprise Cloud Services Pricing Detail

Enterprise Cloud 10GHz/20GB

Professional Services

Description	Qty	Price	Ext. Price
Virtual Machine Import	6	\$300	\$1,800
Total			\$1,800

Monthly Services - Hosting

Description	Qty	Price	Ext. Price
Enterprise Cloud Computing Resources	1	\$3,640	\$3,640
Total			\$3,640

Monthly Services - Network

Description	Qty	Price	Ext. Price
Enterprise Cloud Network Resources	1	\$145	\$145
Total			\$145

Monthly Services - Security

Description	Qty	Price	Ext. Price
Enterprise Cloud Security Resources	1	\$0	\$0
Total			\$0

Monthly Services - Storage

Description	Qty	Price	Ext. Price
Enterprise Cloud Storage Resources	1	\$450	\$450
Total			\$450

Enterprise Cloud Services Detail

Solution Name: Enterprise Cloud 10Ghz/20GB

Committed Resources

Enterprise Cloud Computing Resources

Quantity	1
CPU Resources	10 GHz
Memory Resources	20 GB

Storage

Enterprise Cloud Storage Resources

Quantity	1
Fiber Storage Resources	500 GB

Network

Enterprise Cloud Network Resources

Quantity	1
Bandwidth	5 Mbps
Resource Bundle	5 Public Enterprise Cloud IP's (Additional)
Network Resources	Enterprise Cloud HA Utility Load Balancer
Public IP Resources	10 X Public IP(s)
Private IP Resources	Private IP's (DMZ/27)
Private IP Resources	Private IP's (INT/28)

Security

Enterprise Cloud Security Resources

Quantity	1
Security Resources	Enterprise Cloud HA Utility Firewall
Security Resources	2 X Enterprise Cloud Software Client-LAN VPN

Professional Services

Virtual Machine Import

Quantity	1
One-time Service	6 X Enterprise Cloud - Virtual Machine Import (Per VM)

SOW APPENDIX B – Equipment Summary

This "Appendix B" to Statement of Work No. 1 between Terremark and Customer, dated **May 5, 2011**, details the Terremark Equipment Summary. This detail describes the minimum required equipment configuration to adhere to the described Enterprise Cloud Services and Terremark's equipment configuration standards.

☐ Customer Rental Equipment – Third Party

Customer hereby agrees that Terremark will provision the equipment detailed below.

Equipment Terms

The following terms are representative of terms set forth in the Rental Agreement between Customer and Terremark.

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions. Details of the equipment are included here but shall not change or supersede those details contained in the Rental Agreement between Customer and Terremark.

☐ Customer Rental Equipment - Terremark

Customer hereby agrees that Terremark will provision the equipment detailed below.

Equipment Terms

The following terms shall govern the payment of the Monthly Rental Fees for Equipment to be paid by Customer. In the event Customer terminates this Agreement prior to the end of the Term, all remaining Monthly Rental Fees are immediately due and payable to Terremark prior to the effective date of said termination.

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Services Solution or unidentified requirements associated with Custom Solutions. Details of the equipment are included here but shall not change or supersede those details contained in the Rental Agreement between Customer and Terremark.

☐ Customer Purchased Equipment

Customer hereby agrees to purchase directly from Terremark the equipment detailed below.

Equipment Terms

Equipment Purchase Amount is exclusive of applicable shipping, handling, and/or taxes. Any costs incurred related to these items will be billed to Customer based on actual costs. Payment shall be due upon receipt of invoice (Net 0).

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions.

☐ Customer Provided Equipment:

Customer hereby agrees that Customer will provision the equipment detailed below.

Equipment Detail

Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions.

SOW APPENDIX C – Software Summary



This "Appendix C" to Statement of Work No. 1 between Terremark and Customer, dated **May 5, 2011**, details the Terremark Software Summary. This detail describes the minimum required software necessary to adhere to the described Managed Devices and Terremark's software standards.

☒ Metered Subscription Software

Terremark will make available certain server deployment templates that include pre-licensed operating systems and/or pre-licensed applications (the "Software Products"). The Software Products are provided by Terremark using various licensing models such as "Per CPU", "Per Server Access License (SAL)", or Per Server and are billed based on Software Usage ("Software Product Increments") at the rates provided within the Infinicenter Application. Prior to using the Software Products Customer agrees to accept the billing terms, prices, and all terms stated herein for each Software Product by placing a check in the acceptance box provided in the Infinicenter user interface ("Software Use Acceptance").

Metered Subscription Software Usage

Metered Subscription Software Usage is defined as the Customer's consumption of Software Products for a given time period ("In-Use") with a defined Software Usage Commencement and Termination ("Software Usage"). The Software Usage Commencement is defined as an event where the Customer consumes the Software Products and changes the status of a given server(s) through the Infinicenter Application to a successful "Powered On" state ("Software Usage Commencement"). The Software Usage Termination is defined as an event where the Customer changes that status of a given server(s) through the Infinicenter Application to a successful "Powered Off" or "Deleted" state ("Software Usage Termination"). Terremark's Infinicenter Application will be the sole entity for verification of a successful "Powered On", "Powered Off", or "Deleted" state for the purposes of measuring Software Usage. The quantity of Software Products In-Use during a Software Billing Cycle is equal to the sum of all individual servers that were successfully "Powered On" times the maximum number of Software Product Increments in use by Customer.

Metered Subscription Software Billing

Terremark will bill Customer in arrears for Software Usage during a given Software Billing Cycle according to prices provided within the Infinicenter Application. The billing cycle for Software Usage is defined as commencing on the first day of the given calendar month prior to the current billing cycle at 00:00:00 Coordinated Universal Time ("UTC") through the last day in that calendar month ending at 23:59:59 UTC ("Software Billing Cycle").

Terremark may change the prices charged to Customer for such Software Products on 30 days' prior written notice due to increases in the prices charged by vendor.

With reference to Microsoft Software Products, Customer hereby agrees to comply with all terms and conditions set forth in the "Customer License - Terms Notice Regarding Use Of Microsoft Software Products" as of the date hereof with respect to such Microsoft Software Products as found at <http://www.microsoft.com/serviceproviders/licensing/default.asp>, and to otherwise cooperate with Terremark to use the Microsoft Software Products only as authorized by Microsoft. Customer may request a copy of the Microsoft terms from Terremark at any time. Customer acknowledges that the following detail may change based on changes to the services solution or unidentified requirements associated with custom solutions.

☐ Backup Software

The Data Backup and Restore Service uses software installed on the Gateway manufactured by Asigra Inc. This software is provided by Terremark to Customer as part of the Enterprise Cloud Services. In order to use the Data Backup and Restore Service, Customer agrees to accept the terms and conditions of the Asigra Software License Agreement as of the date hereof. Customer may request a copy of the Asigra terms from Terremark at any time. Customer acknowledges that the following detail may change based on changes to the services solution or unidentified requirements associated with custom solutions.

☐ Customer Purchased Software

Customer agrees to acquire directly from Terremark licenses for the Third Party Software products listed below.

Software Terms

Software Purchase Amount is exclusive of applicable shipping, handling and/or taxes. Any costs incurred related to these items will be billed to Customer based on actual costs. Payment shall be due upon receipt of invoice (Net 0). Customer acknowledges that the following detail may change based on changes to the Managed Devices or unidentified requirements associated with Custom Solutions.

Software Detail

Vendor	Title	Qty	Unit Cost	Total Cost
Total				\$0

☐ Customer Provided Software

Customer agrees to acquire directly from its own supplier licenses for the Third Party Software products listed below.

Software Terms

Customer agrees to supply to Terremark prior to Activation proof of licensing for Customer Provided Software. Customer assumes full responsibility for acquiring and maintaining valid software licenses for all Customer Provided Software acquired by Customer for use in connection with the Services.

Software Detail

Vendor	Title
--------	-------

SOW APPENDIX D –Service Level Agreement



This "Appendix D" to Statement of Work No. 1 between Terremark and Customer, dated **May 5, 2011** details the Terremark Service Level Agreement ("SLA"). The following terms will apply to the availability of the Enterprise Cloud application and Terremark Infrastructure. This SLA provides Customer's sole and exclusive remedy for Terremark's failure to meet the standards and commitments established herein. All standards and commitments are subject to the limitations and exclusions set forth herein.

1. Network, Data Center, and Infinistructure Availability. The Terremark Network Infrastructure extends from the Infinistructure computing resources to the data center located router that provides the outside interface of each of Terremark's WAN connections to its backbone providers. The Terremark Data Center Infrastructure includes HVAC, managed power systems, backup generators, and battery backup systems. Infinistructure includes the servers, the storage, the backup infrastructure and the network related to the Infinicenter Application. The Terremark Network Infrastructure, the Data Center Infrastructure, and Infinistructure (referred to herein as the "Terremark Infrastructure"), subject to the exceptions in sections 5(a) and 5(b), will be available for a percentage of each calendar month equal to the Availability Calculation specifically set forth in section 4 of this SLA.

2. Infinicenter Application Availability

a. The Infinicenter Application will, subject to the exceptions listed in sections 5(a) and 5(b), be available for a percentage of each calendar month equal to the Service Level Commitment as specifically set forth in this Service Level Agreement (referred to herein as the "Availability Commitment"). The availability of the Infinicenter Application for a given month will be calculated according to the formula in section 4.

b. For purposes of this calculation, the Infinicenter Application will be deemed to be unavailable if it, based upon availability of keyword monitoring of the Terremark benchmark transaction, does not respond to a request issued by Terremark's monitoring software (referred to herein as "Unavailable"). Further, the Solution will not be deemed Unavailable for any downtime or outages excluded from such calculation by reason of the exceptions set forth in Section 5 of this SLA. Terremark's records and data will be the sole basis for all SLA calculations and determinations, provided that Customer may audit Terremark's records and data for the sole purpose of determining the accuracy of SLA calculations and determinations in accordance with Section 7(e) of this SLA.

3. Dedicated Device Availability

a. A Dedicated Device is defined as any device that is deployed into Customer's Enterprise Cloud Services but is not directly related to or part of infinstructure or the Infinicenter Application. The Dedicated Device will, subject to the exceptions listed in section 4(a), be available for a percentage of each calendar month equal to the Service Level Commitment as specifically set forth in this Service Level Agreement. The availability of a Dedicated Device for a given month will be calculated according to the formula in section 3.

b. For purposes of this calculation, a Dedicated Device will be deemed unavailable if Terremark's Network Infrastructure or Data Center is not available.

4. Availability Calculation. The availability of the Terremark Infrastructure, Infinicenter Application and Dedicated Device for a given month will be calculated according to the following formula (referred to herein as the "Availability"):

Where: **Total minutes in the month= TMM**

Total minutes in month unavailable = TMU

And: **Availability = ((TMM-TMU) x 100)/TMM**

5. Exceptions

a. The Infinicenter Application, Terremark Infrastructure and/or Dedicated Device will not be considered to be Unavailable for any outage that results from any maintenance performed by Terremark (i) of which Customer is notified at least 24 hours in advance; (ii) during Customer's implementation period; (iii) during Terremark's then-current standard maintenance windows (collectively referred to herein as "Scheduled Maintenance"); (iv) as a result of Customer's request outside of the normally scheduled maintenance; (v) Gateway(s) deployed in Customer's Enterprise Cloud Services and managed by Customer for use with the Data Backup and Restore Services, or (vi) Customer's modification, disruption, or acts of omission of the Data Backup and Restore Gateway such that it impedes Terremark's ability to make Data Backup and Restore Services available to Customer.

b. The Infinicenter Application or Dedicated Device will not be considered Unavailable for any outage due to (i) Customer's information content or application programming, acts or omissions of Customer or its agents, failures of equipment or facilities provided by Customer, network unavailability outside of the Terremark Network; (ii) issues arising from bugs or other problems in the software, firmware or hardware of Terremark's suppliers that are publicly known and a known remedy has not yet been released from its suppliers; (iii) delays or failures due to circumstances beyond Terremark's reasonable control that could not be avoided by its exercise of due care; or (iv) Gateway unavailability. The configuration being provided under this Agreement is based on assumptions made by Customer. As a result, Terremark will not be responsible, under this SLA or otherwise, for any performance issues caused by inaccuracies in these assumptions, including but not limited to performance problems caused by traffic volume, number of concurrent user sessions or customer's overutilization of the configuration..

6. Availability Commitment.

a. The configuration of the Services set forth in the Statement of Work has been designed by the parties to provide the performance level contemplated by the Availability Commitment in this SLA. If Terremark notifies Customer that it has determined that Customer's configuration is not suited to provide this level of performance, this SLA will be suspended until Customer and Terremark agree upon and implement a new or modified configuration designed to provide this level of performance.

b. The Infinicenter Application, Terremark Infrastructure and Dedicated Device(s) shall adhere to the following Availability Commitments:

99.9% - Dedicated Device

99.5% - Infinicenter Application

99.9% - Terremark Infrastructure

7. Remedies. Subject to the exceptions provided for in this SLA, Customer will have the rights set forth below.

a. If the Availability of Infinicenter Application, Terremark Infrastructure or Dedicated Devices (as calculated in Section 4 above) for a given month is less than the applicable Availability Commitments, Customer will receive one (1) Service Credit for the Enterprise Cloud Services. In addition, for the first 100 minute increment by which the allowable unavailability is exceeded, Customer will receive one (1) Service Credit for the Enterprise Cloud Services. Thereafter, for each additional 100-minute increment by which the allowable outage is exceeded, Customer will receive one (1) additional Service Credit for the Enterprise Cloud Services.

b. For purposes of this SLA, a Service Credit will be deemed to be an amount equal 1/30th of the Services monthly fee for the Enterprise Cloud Services which are affected (herein referred to as "Service Credit"). The total Service Credits for a given month will, in no event, exceed an amount equal to 50% of the then-current Services monthly fee for the Enterprise Cloud Services which are affected. Service Credits will be recognized for billing purposes in the month following the month giving rise to such Service Credits. All service credits will be calculated assuming a 30-day month. Customer's right to receive service credit(s) will be Customer's exclusive remedy for Terremark's failure to satisfy the Availability Commitment.

c. In the event Customer is not current in its payment obligations when an outage occurs, remedies will accrue, but Service Credits will not be issued until Customer becomes current in its payment obligations.

d. To receive Service Credits, Customer must submit a written request or notify their Customer Service Manager, within 30 days after the date which the Enterprise Cloud Services were Unavailable, or Customer's right to receive Service Credits with respect to such unavailability will be waived.

e. No more than once each calendar quarter, upon 10 days written notice from Customer, Terremark will make available its records and data relevant to calculating Availability so that Customer may audit such records and data for the sole purpose of determining the accuracy of SLA calculations and determinations

8. Effective Date. This SLA will become effective upon the Activation Date.

MUTUAL NON-DISCLOSURE AGREEMENT



Customer: Coast Community College District, Coastline Community College

Address: 1370 Adams Avenue
Costa Mesa, CA 92626

Effective Date: May 5, 2011

Contact Name: Anthony Maciel

E-Mail: amaciel@gwc.cccd.edu

Phone: 714-895-8983

Facsimile:

THIS AGREEMENT is made effective as of May 5, 2011, (the "Effective Date") by and between Terremark North America, Inc., a Florida corporation acting on behalf of itself and its Affiliates, with offices at One Biscayne Tower, 2 S. Biscayne Boulevard., Suite 2800, Miami, FL 33131 and Coast Community College District, Coastline Community College a California corporation (each individually a "Party" and collectively the "Parties"). This Agreement shall expressly supersede and wholly replace the Mutual Non-Disclosure Agreement executed between Coast Community College District and Terremark North America, Inc. with an Effective Date of February 22, 2011.

WITNESSETH:

WHEREAS, in connection with exploring and evaluating a possible business relationship (the "Relationship") and for the purposes of the ongoing Relationship, the Parties recognize the need to disclose to one another certain of the Confidential Information (as defined below); and

WHEREAS, the Parties wish to provide the terms and conditions upon which such Confidential Information will be disclosed by one Party to the other Party hereunder;

NOW, THEREFORE In consideration of the other party's disclosure of Confidential Information and the covenants and promises contained herein, the Parties agree as follows:

1. "Confidential Information" means information in whatever form disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") before, on or after the Effective Date hereof which relates to a Disclosing Party's business or the Relationship, including without limitation price quotes, preliminary concepts, sales and/or marketing proposals, branding strategies, creative designs and concepts, technical data, web designs, trade secrets and know-how, research, product plans, products, customer technical requirements, software, programming techniques, algorithms, services, suppliers, supplier lists, customers, employee lists, customer lists, markets, developments, inventions, processes, technology, designs, drawings, engineering, apparatus, techniques, hardware configuration information, marketing, forecasts, business strategy, finances or other business information, business, financial, operational, human resource and technical materials and information, or which although not directly related to the Relationship, is nevertheless disclosed as a result of or in connection with the Parties' discussions of the Relationship.

2. The Receiving Party shall use the Disclosing Party's Confidential Information only for the purpose of evaluating the Relationship and for the purposes of the ongoing Relationship, and shall protect such Confidential Information from disclosure to third parties, using the same degree of care used to protect its own proprietary and confidential information of like importance, but in any case using no less than a reasonable degree of care. The Parties understand that disclosure of Confidential Information could result in violation of the federal securities laws as well as other laws. The Receiving Party agrees not to trade in the securities of Disclosing Party while in possession of material Confidential Information or any other information of a material, non-public nature relating to the Disclosing Party. Neither this Agreement, nor any disclosure of Confidential Information hereunder grants the Recipient any right or license under any trademark, trade secret, copyright or patent now or hereafter owned or controlled by the Disclosing Party. The Receiving Party may disclose the Disclosing Party's Confidential Information to its Affiliates, its employees and its consultants, independent contractors who have a need to know, in each

case if such Affiliates, employees, and consultants have a need to know, and provided such Affiliates, employees and consultants (i) use the Confidential Information for the purposes of the Relationship only, and (ii) are bound to protect the Confidential Information as required hereunder. Before disclosure to any of the above parties, the Recipient must have an appropriately written agreement with such party sufficient to require that the party treats such Confidential Information in accordance with this Agreement. Receiving Party may disclose Confidential Information pursuant to governmental request or as required by judicial or regulatory action, provided Receiving Party notifies Disclosing Party, if practicable, prior to such disclosure. The Parties shall each be responsible for any breach of the terms of this Agreement by them or their respective Affiliates or representatives and agree, at their sole expense, to take all reasonable measures (including but not limited to court proceedings) to restrain their respective Affiliates or representatives from prohibited or unauthorized disclosure or use of the Confidential Information.

3. The restrictions of this Agreement on use and disclosure of Confidential Information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) shall not apply to information that: (a) the Receiving Party can demonstrate is in the possession or control of such Party at the time of its disclosure hereunder; (b) is or becomes publicly known, through no wrongful act of the Receiving Party; (c) the Receiving Party can demonstrate was received by such Party from a third party free to disclose it without obligation (whether contractual, legal, fiduciary or otherwise) to the Disclosing Party; (d) the Receiving Party can demonstrate was developed independently by the Party without reference to the Confidential Information; or (e) is lawfully required to be disclosed.

4. Confidential Information disclosed under this Agreement shall be and remain the property of the Disclosing Party. Upon the written request of the Disclosing Party at any time, the Receiving Party shall promptly destroy all such tangible Confidential Information of the Disclosing Party in its possession, and no such Confidential Information shall thereafter be retained in any form by the Receiving Party except that the Receiving Party may retain a copy of the Disclosing Party's Confidential Information in the possession of outside counsel of its own choosing for use solely in the event a dispute arises hereunder and only in connection with such dispute or as otherwise required by law. The Receiving Party shall be fully responsible for the destruction of all Confidential Information disclosed to its Affiliates, its employees and its consultants.

5. Without the prior written consent of the other Party, neither Party will disclose to any third party any Confidential Information, including without limitation any of the terms or conditions relating to the Relationship being discussed by the Parties.

6. This Agreement shall become effective on the date first set forth above and shall continue for a period of three (3) years.

7. The term "Affiliate" means any person or entity controlling; controlled by or under common control with a Party.

8. This Agreement: (a) is the complete Agreement of the Parties concerning the subject matter hereof and supersedes any and all prior Agreements, understandings or discussions with respect to the subject matter hereof; (b) shall not be construed to create any obligation on the part of either Party to create the Relationship or to compensate the other in any manner; (c) may not be amended or in any manner codified except in a writing signed by the Parties; and (d) shall be governed and construed in accordance with the laws of the State of Florida except with regard to

conflict of laws rules. Each party hereby consents to the jurisdiction of the Circuit Court or County Courts located in Miami-Dade County, Florida and the United States District Court for the Southern District of Florida. Each Party acknowledges that such Confidential Information is unique and valuable to the Disclosing Party. If any provision of this Agreement is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provisions shall be deemed modified to the limited extent required to permit its enforcement in a manner most closely representing the intention of the Parties as expressed herein. Without prejudice to the rights and remedies otherwise available to the Parties, each Party recognizes and agrees that the Disclosing Party may not have an adequate remedy at law if the Receiving Party were to violate the covenants and agreements set forth herein and acknowledges that a breach of the covenants and agreements set forth herein could cause irreparable harm and damage to the Disclosing Party and that money damages may not be a sufficient remedy for any breach of this Agreement by either Party or their respective Affiliates and representatives and, accordingly, that either Party shall be entitled to equitable relief, including injunctive and specific performance, if either Party or any of their respective Affiliates or representatives breaches or threatens to breach any of the provisions of this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which shall constitute the same Agreement.

9. Each Party understands and acknowledges that neither Party makes any representations or warranty, express or implied, as to the accuracy or completeness of Confidential Information disclosed hereunder. Neither the Disclosing Party nor any of the officers, directors, employees, agents, advisors, legal counsel or other representatives or Affiliates thereof, shall be subject to any liability or responsibility for errors or omissions in, or any decisions made by the Receiving Party in reliance on, any Confidential Information disclosed under this Agreement.

10. Neither Party shall assign any of its rights or obligations hereunder, except to an Affiliate or successor in interest, without prior written consent of the other Party, which consent shall not be unreasonably withheld.

IN WITNESS WHEREOF, each of the Parties hereto has caused the Agreement to be executed by its duly authorized representative.

Terremark North America, Inc.

Coast Community College District, Coastline Community College

Print Name: Cheryl Mahaffey

Print Name: _____

Title: SVP Legal Affairs

Title: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

STANDARD INTERNATIONAL STUDENT DUAL ADMISSION PROGRAM
TRANSFER AGREEMENT

1. **Parties.** This Standard International Student Dual Admission Program Transfer Agreement ("Agreement") is made between Coast Community College District ("Coast"), on the one hand, and _____ ("University") with respect to Coast's International Student Dual Admission Program ("Program"). Coast and University are referred to herein as "Party" and collectively as the "Parties."
2. **Recitals.** This Agreement is based on the following factual Recitals:
 - A. The Parties recognize the vital importance of a successful transfer program for qualified Coast international students who are eligible to transfer to University.
 - B. Coast operates three community colleges -- Orange Coast College, Golden West College, and Coastline Community College -- each of which is a duly accredited educational institution by the Accrediting Commission of Community and Junior Colleges, within the umbrella of the Western Association of Schools and Colleges.
 - C. Coast shall ensure that all of the students in the Program are required to satisfy all applicable transfer requirements for admission into University.
 - D. Coast desires to affiliate with University in order that the students in the Program will be guaranteed successful transfer to University.
 - E. The Parties desire to enter into this Agreement in order to memorialize their respective rights, duties, and obligations with respect to guaranteed transfer to University for eligible Coast students in the Program.
3. **Obligations, Duties, and Rights of Coast**
 - A. Coast shall recruit and admit qualified international students into the Program.
 - B. Coast shall be fully responsible for the development, planning, and administration of the Program, including, without limitation, programming, administration, matriculation, promotion, and graduation.
 - C. Coast shall confirm the participating students' required F-1 visa status and shall maintain required immigration-related documents. Upon students' compliance with applicable federal and state law, a Coast college shall issue the required I-20 form to each student.
 - D. Coast shall verify the students' financial status pursuant to law.
 - E. Coast shall provide the students with the first two years of college-level transfer course work, including general education requirements, and shall award the

students the Associate Degree upon the students' successful completion of such course work.

- F. Coast shall assist students with identifying and meeting University's transfer requirements and standards for admission.
- G. Coast shall notify University when a student has expressed an interest in University.

4. Obligations, Duties, and Rights of University

- A. University will admit students based on the academic catalog year of their admittance into the Program.
- B. University agrees to conditional admission of the students at the time they are admitted into the Program. Students will be eligible for full admission into University when they have complied with each of the following:
 - (i) Completion of all Coast general education requirements.
 - (ii) Eligibility to receive an Associate Degree from Coast.
 - (iii) Any additional general education requirements or prerequisites for the intended major which are available at a Coast college, as established by University.
 - (iv) Maintenance of a minimum grade point average in college-transferable courses at Coast, as established by the University at the time of the student's admission into the Program.
 - (v) Compliance with all University admission requirements, procedures, and deadlines.
- C. University shall provide Coast with a list of all academic majors.
- D. University shall provide Coast, on an annual basis, a list of academic majors which are exempted from student transfers under this Agreement.
- E. University shall accept students who have completed all college-level lower division courses in an academic major with grades established by University into that academic major.
- F. University shall update Coast with any information that will affect student transfer.

5. **Nondiscrimination.** The Parties agree not to unlawfully discriminate in the selection, placement, or evaluation of any student because of race, creed, national origin, religion, sex, marital status, age, disability, sexual preference, and/or medical condition.
6. **Indemnification by Coast.** Coast agrees to indemnify, defend, and hold harmless University and its officers, employees, agents, and volunteers from any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement which may arise because of the negligence or misconduct of Coast, including the acts, errors, or omissions of any officers, employees, instructors, students, or agents of Coast, for any costs and expenses incurred by University on account of any claims thereof, except where such indemnification is prohibited by law.
7. **Indemnification by University.** University agrees to indemnify and hold harmless Coast and its authorized agents, officers, trustees, volunteers, employees, and students, against any and all claims, actions, losses, damages and/or liability arising out of the performance of this Agreement from any cause whatsoever which may arise because of the negligence, misconduct, or other fault of University, including any acts, errors, or omissions of any officers, employees, instructors, or agents of University, for any costs or expenses incurred by Coast on account of any claims thereof, except where such indemnification is prohibited by law.
8. **Governing Law/Venue.** This Agreement shall be governed by and constructed in accordance with the laws of the State of California. Any legal actions arising under this Agreement shall be heard in a court of competent jurisdiction in Orange County, California.
9. **Assignment.** Neither Party hereto may assign this Agreement or delegate its duties hereunder without the prior written consent of the other Party which can and may be withheld by either party in its sole and absolute discretion.
10. **Effective Date/Termination.** This Agreement shall become effective on _____, and shall remain in effect until _____. Either Party may terminate this Agreement without cause by providing at least ninety days prior written notice to the other Party of its intention to terminate.
11. **Notices.** Any notices to be given hereunder by either Party to the other may be effectuated only in writing and delivered either by personal delivery, by facsimile, or by U.S. certified mail. Notices shall be addressed to the persons at the addresses set forth below, but each Party may change the address by written notice in accordance with this paragraph. Notices delivered personally or by facsimile will be deemed communicated as of transmission. Notices sent by certified mail shall be effective 48 hours after deposit in the mail. Each Party shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph.

To University:

To Coast:

Chancellor

Coast Community College District

1370 Adams Avenue

Costa Mesa, California 92626

Fax: (714) 438-4882

12. **Entire Agreement.** This Agreement constitutes the entire agreement of the Parties. There are no representations, covenants, or warranties other than those expressly stated herein. No waivers or modifications of any of the terms hereof shall be valid unless in writing and signed by both Parties.

UNIVERSITY

COAST

By: _____

By: _____

President, Board of Trustees

Coast Community College District

Date: _____

Date: _____

Coast Community College District

CHANGE ORDER
No. 06B (SP)

TITLE: 06: Interpipe Contracting
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Ron Smith
Interpipe Contracting
10870 Hatley Rd.
Santee, CA 92071
Phone: 619-596-7733 Fax: 619-596-9766

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO314678
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$7,057.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Final Contract Closeout	\$7,057.00

Unit Cost:	\$7,057.00
Unit Tax:	\$0.00
Total:	\$7,057.00

The Original Contract Sum was	\$349,336.00
Net Change by Previously Authorized Requests and Changes	\$15,507.00
The Contract Sum Prior to This Change Order was	\$364,843.00
The Contract Sum Will be Increased	\$7,057.00
The New Contract Sum Including This Change Order	\$371,900.00
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.

Interpipe Contracting

Coast Community College District

LPA

By: _____
Ron Smith

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Attachment 16

Coast Community College District

CHANGE ORDER
No. 06C

TITLE: 06: Brian Devries Construction
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Brian Devries
Devries Construction (Concrete)
27992 Camino Capistrano
Suite E
Laguna Niguel, CA 92672
Phone: 949-364-3816 Fax: 949-364-3813

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316475
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$227,408.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Final Contract Closeout	\$227,408.00

Unit Cost: \$227,408.00
Unit Tax: \$0.00
Total: \$227,408.00

The Original Contract Sum was	\$3,302,233.00
Net Change by Previously Authorized Requests and Changes	\$44,427.00
The Contract Sum Prior to This Change Order was	\$3,346,660.00
The Contract Sum Will be Increased	\$227,408.00
The New Contract Sum Including This Change Order	\$3,574,068.00
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: _____

Attachment 17

Coast Community College District

CHANGE ORDER
No. 06D

TITLE: 06: Industrial Masonry, Inc.
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Greg Wilson
Industrial Masonry Inc. (Masonry)
1600 East Steel Road
Colton, CA 92324
Phone: 909-254-0275 Fax: 909-254-0290

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316500
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 (\$26,500.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Closeout - Unused Allowances	\$0.00
COR	00001	Final Closeout - Unused Allowances	(\$26,500.00)

Unit Cost: (\$26,500.00)
Unit Tax: \$0.00
Total: (\$26,500.00)

The Original Contract Sum was	\$588,400.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$588,400.00
The Contract Sum Will be Decreased	(\$26,500.00)
The New Contract Sum Including This Change Order	\$561,900.00
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.

Industrial Masonry Inc. (Masonry)	Coast Community College District	LPA
By: _____ Greg Wilson	By: _____ Pres. Governing Board	By: _____ Young Min
Date: _____	Date: _____	Date: _____
Construction Manager	Division of State Architect	
By: _____	By: _____	
Date: _____	Date: _____	

Coast Community College District

CHANGE ORDER
No. 06G

TITLE: 06: Best Contracting (Roofing)

DATE: 4/27/2011

PROJECT: OCC Consumr Hlth & Lab Science Bldng

CCCD PROJ NO: 12020-964

TO: Attn: Randy Ayala
Best Contr. Services

CONTRACT NO: PO316502

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$13,207.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$13,207.00

Unit Cost: \$13,207.00

Unit Tax: \$0.00

Total: \$13,207.00

The Original Contract Sum was	\$354,453.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$354,453.00
The Contract Sum Will be Increased	\$13,207.00
The New Contract Sum Including This Change Order	\$367,660.00
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.

Best Contr. Services

Coast Community College District

LPA

By: _____

By: _____

By: _____

Randy Ayala

Pres. Governing Board

Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

CHANGE ORDER
No. 06H

TITLE: 06: Best Contracting (Sheet Metal)
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Larry SanGil
Best Contr. Services

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316499
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout (\$48,840.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	(\$48,840.00)

Unit Cost: (\$48,840.00)

Unit Tax: \$0.00

Total: (\$48,840.00)

The Original Contract Sum was	\$310,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$310,000.00
The Contract Sum Will be Decreased	(\$48,840.00)
The New Contract Sum Including This Change Order	\$261,160.00
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.

Best Contr. Services

Coast Community College District

LPA

By: _____
Larry SanGil

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

CHANGE ORDER
No. 06K

TITLE: 06: Precision Floor Covering
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Glenn Rowe
Precision Flooring (Ceramic Tile)
17762 Mitchell North
Irvine, CA 92614
Phone: 714-662-3535 Fax: 714-662-3483

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316685
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout - Credit for Unused Allowance Dollars (\$21,000.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Closeout - Unused Allowances	(\$21,000.00)

Unit Cost: (\$21,000.00)
Unit Tax: \$0.00
Total: (\$21,000.00)

The Original Contract Sum was	\$156,245.16
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$156,245.16
The Contract Sum Will be Decreased	(\$21,000.00)
The New Contract Sum Including This Change Order	\$135,245.16
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.

Precision Flooring (Ceramic Tile)

Coast Community College District

LPA

By: _____
Glenn Rowe

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

CHANGE ORDER
No. 06M

TITLE: 06: SCS Flooring
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Dick Roddewig
SCS Flooring Systems, Inc
530 S. Main St., Ste 110
Orange, CA 92868
Phone: 714-542-2146 Fax: 714-542-2147

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316690
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout \$10,705.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$10,705.00

Unit Cost: \$10,705.00
Unit Tax: \$0.00
Total: \$10,705.00

The Original Contract Sum was	\$620,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$620,000.00
The Contract Sum Will be Increased	\$10,705.00
The New Contract Sum Including This Change Order	\$630,705.00
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.

SCS Flooring Systems, Inc

Coast Community College District

LPA

By: _____
Dick Roddewig

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

CHANGE ORDER
No. 06P

TITLE: 06: Mitsubishi Electric & Electronic
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Peter Park
Mitsubishi (Elevators)
5665 Plaza Drive
P O BOX 6004
Cypress, CA 90630
Phone: 714-220-4741 Fax: 714-220-4722

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316497
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout (\$23,977.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	(\$23,977.00)

Unit Cost: (\$23,977.00)
Unit Tax: \$0.00
Total: (\$23,977.00)

The Original Contract Sum was	\$480,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$480,000.00
The Contract Sum Will be Decreased	(\$23,977.00)
The New Contract Sum Including This Change Order	\$456,023.00
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.

Mitsubishi (Elevators)	Coast Community College District	LPA
By: _____ Peter Park	By: _____ Pres. Governing Board	By: _____ Young Min
Date: _____	Date: _____	Date: _____
Construction Manager	Division of State Architect	
By: _____	By: _____	
Date: _____	Date: _____	

Coast Community College District

CHANGE ORDER
No. 06Q

TITLE: 06: Cosco Fire Protection
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Zachary Caldwell
Cosco Fire Protection
1075 W. Lambert Road, Bldg. D
Brea, CA 90248
Phone: 714-989-1800 Fax: 714-989-1801

DATE: 4/27/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316527
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout (\$8,075.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	P.O. 316527 - Cosco Fire Protection	(\$8,075.00)

Unit Cost: (\$8,075.00)

Unit Tax: \$0.00

Total: (\$8,075.00)

The Original Contract Sum was	\$372,477.00
Net Change by Previously Authorized Requests and Changes	\$34,426.00
The Contract Sum Prior to This Change Order was	\$406,903.00
The Contract Sum Will be Decreased	(\$8,075.00)
The New Contract Sum Including This Change Order	\$398,828.00
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.

Cosco Fire Protection

Coast Community College District

LPA

By: _____
Zachary Caldwell

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Coast Community College District

CHANGE ORDER
No. 03E

TITLE: 03: Best Contracting Services
PROJECT: OCC Student Centre Renovation
TO: Attn: Larry San Gil
Best Contracting Services
19027 S. Hamilton Ave.
Gardena, CA 90248
Phone: 310 328 6969

DATE: 4/27/2011
CCCD PROJ NO: 12140925
CONTRACT NO: PO320146
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$7,585.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$7,585.00

Unit Cost:	\$7,585.00
Unit Tax:	\$0.00
Total:	\$7,585.00

The Original Contract Sum was	\$254,770.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$254,770.00
The Contract Sum Will be Increased	\$7,585.00
The New Contract Sum Including This Change Order	\$262,355.00
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.

Best Contracting Services

Coast Community College District

AEPC Group, LLC

By: _____
Larry San Gil

By: _____
Pres. Governing Board

By: _____
Ted Oyama

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Attachment 18

Coast Community College District

CHANGE ORDER
No. 02M

TITLE: 02 (Rebid): Kamran & Co.
PROJECT: OCC Student Centre Renovation
TO: Attn: Kamran Amiri
Kamran And Company, Inc.
411 E. Montecito Street
Phone: 805-963-3016

DATE: 4/27/2011
CCCD PROJ NO: 12140925
CONTRACT NO: PO#321359
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Unused Allowances (\$94,353.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Closeout - Unused Allowances	(\$94,353.00)

Unit Cost:	(\$94,353.00)
Unit Tax:	\$0.00
Total:	(\$94,353.00)

The Original Contract Sum was	\$706,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$706,000.00
The Contract Sum Will be Decreased	(\$94,353.00)
The New Contract Sum Including This Change Order	\$611,647.00
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.

Kamran And Company, Inc.

Coast Community College District

AEPC Group, LLC

By: _____
Kamran Amiri

By: _____
Pres. Governing Board

By: _____
Ted Oyama

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Attachment 19

COAST COMMUNITY COLLEGE DISTRICT Standard Professional Services Agreement

This Standard Professional Services Agreement ("Agreement") is entered into between the Coast Community College District, a California public educational entity, hereinafter called "District", and UCMI, Inc., hereinafter called Consultant, to furnish certain services upon the terms and conditions as set forth herein. The District and Consultant may be referred to herein individually as "Party" and collectively as "Parties."

I. CONSULTANT SERVICES AND RESPONSIBILITIES. The Consultant shall furnish the following services:

A. Act as a Consultant to the District to perform consulting services. The District will issue a written purchase order as the mechanism authorizing the specific services set forth pursuant to Exhibit A, the Consultant's proposal as revised and accepted by District. The purchase order and signed proposal shall state the particular area of concern, the specific services to be performed, the schedule for their completion, and their estimated cost. Any changes in the Scope of Work shall require a separate purchase order and proposal.

B. Furnish drawings, documents, reports, surveys, renderings, exhibits, models, prints, and photographs, and other materials as required and as authorized by the District.

II. TERM. The term of this Agreement shall be commence on May 5, 2011 and shall expire on May 5, 2012, unless terminated earlier in accordance with the terms hereof, which term may be extended by the mutual agreement of the District and the Consultant and upon the approval of their governing boards.

A. DISTRICT-INITIATED TERMINATION. If the District determines that the Consultant has failed to perform in accordance with the terms and conditions of this Agreement, the District may terminate all or part of the Agreement for cause. This termination shall become effective if the Consultant does not cure its failure to perform within ten days (or more, if authorized in writing by the District) after receipt of a notice of intention to terminate from the District specifying the failure in performance. If a termination for cause does occur, the District shall have the right to withhold monies otherwise payable to the Consultant until the services under this Agreement are completed. If the District incurs additional costs, expenses, or other damages due to the failure of the Consultant to properly perform pursuant to the Agreement, these costs, expenses, or other damages shall be deducted from the amounts withheld. Should the amounts withheld exceed the amounts deducted; the balance will be paid to the Consultant upon completion of the services to be provided under this Agreement. If the costs, expenses, or other damages incurred by the District exceed the amounts withheld, the Consultant shall be liable to the District for the difference.

B. The District may terminate this Agreement for convenience at any time upon written notice to the Consultant. The Consultant shall be compensated for services acceptable to the District through the date of termination.

C. CONSULTANT-INITIATED TERMINATION. The Consultant may terminate this Agreement for cause if the District fails to cure a material default in its performance within a period of thirty days, or such longer period as the Consultant may allow, after receipt from the Consultant of a written termination notice specifying the default in the District's performance. In the event of termination for cause by the Consultant, the District will pay the Consultant in accordance with paragraph II.A.

III. GENERAL PROVISIONS

A. INDEPENDENT CONTRACTOR. The Consultant is an independent contractor, and Consultant shall perform all services required hereunder as an independent contractor and not as an agent or employee of the District.

B. CONSULTANT HIRING. The Consultant shall not hire any officer or employee of the District to perform any service covered by this Agreement. If the service is to be performed in connection with a federal contract or grant, the Consultant shall not hire any employee of the United States government to perform any service covered by this Agreement.

C. SUBCONSULTANTS. The Consultant shall fully cooperate with other professionals employed by the District in the production of other work related to its services. The Consultant shall contract for or employ, at its expense, such professional subconsultants, as the Consultant deems necessary for the completion of the services. The Consultant is as responsible for the performance of its subconsultants as it would be if it had rendered these services itself. Nothing in the foregoing procedure shall create any contractual relationship between the District and the Consultant's subconsultants or subcontractors employed under the terms and conditions of this Agreement. The Consultant shall be solely responsible for payment and obligations of any subconsultants or subcontractors.

D. LEGAL AND REGULATORY COMPLIANCE. The Consultant shall perform all services and prepare documents in compliance with the applicable requirements of laws, codes, rules, regulations, ordinances, standards, the District Board Policy and Regulations, including without limitation all applicable licensing requirements.

E. OWNERSHIP AND USE OF DOCUMENTS. Drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials furnished by Consultant hereunder shall be and shall remain the property of District. In the event of Agreement termination by either Party for any reason, as provided under this Agreement, the District will have the right to receive, and the Consultant shall promptly provide to the District, all drawings, documents, reports, surveys, renderings, exhibits, models, prints, photographs, and other materials prepared by the Consultant for the services under this Agreement. In the event of termination, and any dispute regarding the amount to be paid under this Agreement notwithstanding, the District retains the right to receive and use any such documents or materials.

F. CONSULTANT'S ACCOUNTING RECORDS. All books and records relating to this Agreement shall be maintained in accordance with generally accepted accounting principles. The District or the District's authorized representative shall have access to and the right to audit and the right to copy all of the Consultant's books and records. The Consultant records shall include but not be limited to accounting records (hard copy, as well as computer readable data if it can be made available); contracts; payroll records; subconsultant agreements; vendor agreements; purchase orders; leases; original estimates; estimating work sheets; correspondence; receipts; memoranda; and any other supporting evidence deemed necessary to substantiate charges under this agreement. All such books and records shall be preserved for a period of at least three years from the date of Final Payment under this Agreement.

G. CONFLICT OF INTEREST. The Consultant affirms that to the best of its knowledge, there exists no actual or potential conflict of interest, as defined in the California Government Code, between the Consultant and the District for the services provided under this Agreement. The Consultant agrees to timely inform the District in writing concerning any possible conflict of interest that may later be discovered by the Consultant.

H. SUCCESSORS AND ASSIGNS. If the Consultant transacts business as an individual, upon the Consultant's death or incapacitation, the District will automatically terminate this Agreement as of the date of such event. If so terminated, neither the Consultant nor the Consultant's estate shall have any further right to perform hereunder, and District shall pay the Consultant, or the Consultant's estate, the prorated unpaid compensation due under Article IV for any services rendered prior to this termination. This Agreement shall be binding upon the District and the Consultant and their respective successors and assigns. Neither the performance of this Agreement nor any part thereof, nor any monies due or to become due hereunder, may be assigned by the Consultant without the prior written consent and approval of the District.

I. INFORMATION FURNISHED BY DISTRICT. If required for the performance of the Consultant's services, the District will furnish information, surveys, reports, as-builts, and other materials available to District or which the District can secure at a reasonable expense.

J. PUBLIC STATEMENTS. Neither the Consultant nor any entity over which Consultant has control or supervision shall make any announcement, release any information, or authorize or participate in any interview to or with any member of the public or the press, any business, nonprofit entity, or other official or nonofficial body, or representative thereof, concerning any Project, or this or any related Agreement, without first obtaining written consent from the District; provided, however, that consent is not required to release information pursuant to court order or requests of official regulatory entities.

IV. COMPENSATION. The District has the right to withhold payment from the Consultant for any unsatisfactory service until such time service is performed satisfactorily. The District will compensate the Consultant for the scope of services provided in accordance with this Agreement, calculated as follows:

A. For each purchase order and accompanying proposal, a maximum payment shall be established that shall not be exceeded without the prior written approval of the District. Alternatively, a lump-sum fee may be negotiated.

B. All fees shall be paid in accordance with the consultant rate schedule included in the Consultant's proposal for services. Rates shall not be changed except with prior written approval of the District.

C. Payments to the Consultant shall be made monthly, subsequent to the receipt of an invoice itemizing the costs of services provided, the applicable rate for such services, and clear description of time expended for services rendered during each month, or portion thereof, that the Consultant has invoiced the District for services performed.

D. Reimbursable expenses shall be only for actual costs as approved by the District. Paid invoices or other proof of payment shall be submitted when requesting reimbursement. Types of reimbursable expenses the District may approve may include expenses for printing, reproductions, and postage for documents, reports, surveys, drawings, and other materials, excluding reproductions for office use by the Consultant and the Consultant's subconsultants.

E. Compensation for additional services, if required, shall be negotiated separately.

F. Total compensation pursuant to attached proposal in the amount of \$41,600.00.

G. In the event of termination of this Agreement prior to completion of the services being performed, the District will pay the Consultant in full for all services satisfactorily performed, as determined by the District, and for all expenses incurred under this Agreement, up to and including the effective date of termination. In ascertaining the services actually rendered up to the date of termination, consideration shall be given to both completed service and service in progress, whether delivered to the District or in the possession of the Consultant, and to authorized Reimbursable Expenses. No other compensation shall be payable for anticipated profit on unperformed services.

V. INDEMNIFICATION AND INSURANCE

A. INDEMNIFICATION.

1. The Consultant shall indemnify, defend, and hold harmless the District and its Board of Trustees, officers, employees, agents, and representatives (collectively, "Indemnatee"), against all liability, demands, claims, costs, damages, injury including death, settlements, and expenses (including without limitation, interest and penalties) incurred by Indemnatee ("Losses") arising out of the performance of services or Consultants other obligations under this Agreement, but only in proportion to and to the extent such Losses are caused by or result from —

a. the negligent acts or omissions of the Consultant, its officers, agents, employees, subcontractors, subconsultants, or any person or entity for whom the Consultant is responsible (collectively, "Indemnitor");

b. the breach by Indemnitor of any of the provisions of this Agreement; or,

c. willful misconduct by Indemnitor.

2. The indemnification obligations under this Article V shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of non-delegable duty, or the Losses were caused in part by the negligence of, breach of contract by, or violation of law by Indemnitor. The obligation to defend shall arise regardless of any claim or assertion that Indemnitor caused or contributed to the Losses. Indemnitor's reasonable defense costs (including attorney and expert fees) incurred in providing a defense for Indemnitees shall be reimbursed by District except to the extent such defense costs arise, under principles of comparative fault, from Indemnitor's—

a. negligent acts or omissions;

b. breach of any of the provisions of this Agreement; or,

c. willful misconduct.

3. The Consultant shall indemnify, defend, and save harmless Indemnitor from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorney fees, court costs, and other litigation expenses that may at any time arise or be set up 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 consequence of the use by Indemnitor of any documents (including any method, process, product, concept specified or depicted) supplied by Indemnitor in the performance of this Agreement.

4. Nothing in this Agreement, including the provisions of this Article V shall constitute a waiver or limitation of any rights which Indemnitor may have under applicable law, including without limitation, the right to implied indemnity.

B. INSURANCE. The Consultant, at the Consultant's sole cost and expense, shall insure its activities in connection with this Agreement, and shall obtain, keep in force, and maintain insurance as listed below. The coverages required under paragraph V.B. shall not in any way limit the liability of the Consultant.

1. Either Comprehensive Form General Liability Insurance (Contractual, products, and completed operations coverages included) with a combined single limit of no less than

\$1,000,000 per occurrence, or Commercial-Form General Liability Insurance with coverage and minimum limits as follows:

Each Occurrence \$1,000,000
 Products Completed, Operations Aggregate \$1,000,000
 Personal and Advertising Injury \$1,000,000
 General Aggregate \$2,000,000

2. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles, with a combined single limit of no less than \$1 million per incident.

3. Professional Liability Insurance, with limits of \$1,000,000 per claim and \$2,000,000 in the aggregate.

4. If the above insurance (subparagraphs V.B.1–V.B.3) is written on a claims-made basis, it shall be maintained continuously for a period of no less than three years after the date of final completion of the services authorized pursuant to each Exhibit A executed. The insurance shall have a retroactive date of placement prior to, or coinciding with, the date services are first provided that are governed by the terms of this Agreement and shall include, without limitation, coverage for professional services as called for in this Agreement. Insurance required by subparagraphs V.B.1–V.B.3 shall be—

a. issued by companies that have a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's), or

b. guaranteed, under terms consented to by the District (such consent to not be unreasonably withheld), by companies with a Best rating of A- or better, and a financial classification of VIII or better (or an equivalent rating by Standard & Poor or Moody's).

5. Workers' Compensation as required and under the Workers' Compensation Insurance and Safety Act of the State of California, as amended from time to time.

6. The Consultant, upon the execution of this Agreement, shall furnish District with Certificate Of Insurance from a company with a Best rating of A- or better, and a financial classification of VIII or better, or a rating by Standard & Poor of AA or better, or a Moody's rating of AA or better, or as otherwise approved by District, evidencing compliance with this Article V, including the following requirements:

a. The Consultant shall have its insurance company provide the District with an acceptable form (Accord standard or equivalent) Certificate of Insurance and Endorsement.

b. Provide that coverage cannot be canceled without ten days advance written notice to the District.

c. If insurance policies are canceled for non-payment, the District reserves the right to maintain policies in effect by continuing to make the policy payments and assessing the cost of so maintaining the policies against the Consultant.

d. The General Liability insurance and the Business Automobile Liability insurance policies shall —

i. Name the District, its Board of Trustees, and its officers, agents, employees, representatives, and representative's consultants as an Additional Insured; and,

ii. Be primary insurance as respects the District, its Board of Trustees, and its officers, agents, and employees. Any insurance or self-insurance maintained by the District shall be excess of and non-contributory with this insurance.

e. As respects Professional Liability, include Contractual Liability Coverage or endorsements to the insurance policies for Contractual Liability Coverage, all insurance policies shall apply to the negligent acts, or omissions of the Consultant, its officers, agents, employees, and for the Consultant's legal responsibility for the negligent acts or omissions of its subconsultants and anyone directly or indirectly under the control, supervision, or employ of the Consultant or the Consultant's subconsultants.

VI. STATUTORY REQUIREMENTS

A. NONDISCRIMINATION. In connection with the performance of the Consultant pursuant to this Agreement, the Consultant will not willfully discriminate against any employee or qualified applicant for employment because of race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by the District's policy). The Consultant will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, ancestry, national origin, local custom, habit, sex, age, sexual orientation, physical disability, veteran's status, medical condition (as defined in Section 12926 of the California Government Code), marital status, or citizenship (within the limits imposed by law or by The District's policy). This equal treatment shall apply to, but shall not be limited to, the following: upgrade, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

B. PREVAILING WAGE RATES.

1. For purposes of this Article, the term subcontractor or subconsultant shall not include suppliers, manufacturers, or distributors.

2. The Consultant shall comply and shall ensure that all subcontractors or subconsultants comply with Section 1770, and the applicable sections that follow, including Section 1775 of the California Labor Code. References to "Covered Services" hereinafter shall mean services performed pursuant to this Agreement that are covered by the aforementioned provisions as implemented by the California Department of Industrial Relations.

3. The California Department of Industrial Relations has ascertained the general prevailing per diem wage rates in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code for each craft, classification, or type of worker required to perform the Covered Services hereunder. A schedule of the general prevailing per diem wage rates will be on file at District's principal facility office and will be made available to any interested Party upon request. By this reference, such schedule is made part of this Agreement. The Consultant shall pay not less than the prevailing wage rates, as specified in the schedule and any amendments thereto, to all workers employed by the Consultant in the execution of the Covered Services hereunder. The Consultant shall cause all subcontracts or subconsultant agreements to include the provision that all subcontractors or subconsultants shall pay not less than the prevailing wage rates to all workers employed by such subcontractor or subconsultants in the execution of the Covered Services hereunder. The Consultant shall forfeit to the District, as a penalty, not more than \$50 for each calendar day, or portion thereof, for each worker that is paid less than the prevailing wage rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for any portion of the Covered Services hereunder performed by the Consultant or any subcontractor or subconsultant. The amount of this penalty shall be determined by the Labor Commissioner pursuant to applicable law. Such forfeiture amounts may be deducted from the Consultant's fee. The Consultant shall also pay to any worker who was paid less than the prevailing wage rate for the work or craft for which the worker was employed for any portion of the Covered Services hereunder, for each day, or portion thereof, for which the worker was paid less than the specified prevailing per diem wage rate, an amount equal to the difference between the specified prevailing per diem wage rate and the amount which was paid to the worker.

C. PAYROLL RECORDS.

1. The Consultant and all subcontractors or subconsultants shall keep an accurate payroll record, showing the name, address, social security number, job classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyworker, apprentice, or other employee employed in connection with the Covered Services hereunder. All payroll records shall be certified as being true and correct by the Consultant or subcontractors or subconsultants keeping such records; and the payroll records shall be available for inspection at all reasonable hours at the principal office of the Consultant on the following basis:

a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or the employee's authorized representative on request.

b. A certified copy of all payroll records shall be made available for inspection upon request to District, the California Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the California Division of Industrial Relations.

c. A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that the request by the public shall be made to either the District, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. The public shall not be given access to such records at the principal offices of the Consultant or subcontractors or subconsultants. Any copy of the records made available for inspection as copies and furnished upon request to the public or any public agency by District shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Consultant awarded the Agreement or performing the Agreement shall not be marked or obliterated.

2. The Consultant shall file a certified copy of the payroll records with the entity that requested the records within ten days after receipt of a written request. The Consultant shall inform the District of the location of such payroll records for the written authorization, including the street address, city, and county; and the Consultant shall, within five working days, provide notice of change of location of such records. In the event of noncompliance with the requirements of this Paragraph or with California Labor Code Section 1776, the Consultant shall have ten days in which to comply following receipt of notice specifying in what respects the Consultant must comply. Should noncompliance still be evident after the ten-day period, the Consultant shall forfeit to the District, as a penalty, \$25 for each day, or portion thereof, for each worker, until strict compliance is accomplished. Such forfeiture amounts may be deducted from the Consultant fee.

D. APPRENTICES.

1. Only apprentices, as defined in the California Labor Code Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4, Division 3, of the California Labor Code, are eligible to be employed by the Consultant and subcontractors or subconsultants as apprentices for the Covered Services hereunder. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and written apprentice agreements under which the apprentice is training.

2. Every apprentice shall be paid the standard wage to apprentices, under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only for the Covered Services hereunder in the craft or trade to which the apprentice is indentured.

3. When the Consultant or subcontractors or subconsultants employ workers in any apprenticeship craft or trade for the Covered Services hereunder, the Consultant or subcontractors or subconsultants shall apply to the joint apprenticeship committee, which administers the apprenticeship standards of the craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, for a certificate approving the Consultant or subcontractors or subconsultants under the apprenticeship standards for the employment and training of apprentices in the locality so identified. The committee will issue a certificate fixing the number of apprentices or the ratio of apprentices to journeyworkers who shall be employed in the craft or trade on the Covered Services hereunder. The ratio will not exceed that stipulated in the apprenticeship standards under which the joint apprenticeship committee operates; but in no case shall the ratio be less than one apprentice for each five journeyworkers, except as permitted by law. The Consultant or subcontractors or subconsultants shall, upon the issuance of the approval certificate in each such craft or trade, employ the number of apprentices or the ratios of apprentices to journeyworkers fixed in the certificate issued by the joint apprenticeship committee or present an exemption certificate issued by the Division of Apprenticeship Standards.

4. Apprenticeship craft or trade, as used in this Paragraph, shall mean a craft or trade determined as an apprenticeship occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

5. If the Consultant or subcontractors or subconsultants employ journeyworkers or apprentices in any apprenticeship craft or trade in the locality, if any, listed in the written authorization for the performance of construction, alteration, demolition or repair work as defined in Section 1720 of the California Labor Code, and there exists a fund for assisting to allay the cost of the apprenticeship program in the trade or craft, to which fund or funds other contractors in the locality so identified are contributing, the Consultant and subcontractors or subconsultants shall contribute to the fund or funds in each craft or trade in which they employ journeyworkers or apprentices on the Covered Services hereunder in the same amount or upon the same basis and in the same manner done by the other contractors. The Consultant may include the amount of such contributions in computing its compensation under the Agreement; but if the Consultant fails to do so, it shall not be entitled to any additional compensation therefore from District.

6. In the event the Consultant willfully fails to comply with this Paragraph VI.D, it will be considered in violation of the requirements of the Agreement.

7. Nothing contained herein shall be considered or interpreted as prohibiting or preventing the hiring by the Consultant or subcontractors or subconsultants of journeyworker trainees who may receive on-the-job training to enable them to achieve journeyworker status in any craft or trade under standards other than those set forth for apprentices.

E. WORK DAY. The Consultant shall not permit any worker providing Covered Services to labor more than eight hours during any one day or more than forty hours during any one calendar week, except as permitted by law and in such cases only upon such conditions as are provided by law. The Consultant shall forfeit to the District, as a penalty, \$25 for each worker employed in the execution of this Agreement by the Consultant, or any subcontractors or subconsultant, for each day during which such worker is required or permitted to work providing Covered Services more than eight hours in any one day and forty hours in any one calendar week in violation of the terms of this Paragraph or in violation of the provisions of any law of the State of California. Such forfeiture amounts may be deducted from the compensation otherwise due under this Agreement. The Consultant and each subcontractor or subconsultant shall keep, or cause to be kept, an accurate record showing the actual hours worked each day and each calendar week by each worker employed under this Agreement, which record shall be kept open at all reasonable hours to the inspection of the District or its officers and agents, and to the inspection of the appropriate enforcement agency of the State of California.

VII. NOTICES

A. DISTRICT. Any notice may be served upon the District by delivering it, in writing, to the District at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the District at the aforementioned address, or by sending a facsimile of it to the District facsimile number set forth on the last page of this Agreement.

B. CONSULTANT. Any notice may be served upon the Consultant by delivering it, in writing, to the Consultant at the address set forth on the last page of this Agreement, by depositing it in a United States Postal Service deposit box with the postage fully prepaid and with the notice addressed to the Consultant at this address, or by sending a facsimile of it to the Consultant facsimile number set forth on the last page of this Agreement.

VIII. AUTHORITY OF AGREEMENT

A. This Agreement represents the entire and integrated agreement between the District and the Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written instrument signed by both the District and the Consultant.

B. This Agreement also includes the following exhibits attached herewith:

Exhibit A: Cover Sheet and Consultant Proposal as Accepted by District

Exhibit B: Certificates of Insurance and Endorsements

IN WITNESS WHEREOF, the DISTRICT and the CONSULTANT have executed this Agreement.

UCMI, INC.

Max Tehrani

President

Address: 47 Flintridge Avenue
Ladera Ranch, CA 92694

Telephone: 949-378-0568

Fax No.: 949-347-0410

Federal Tax ID #: _____

COAST COMMUNITY COLLEGE DISTRICT

Jerry Patterson

President, Board of Trustees

1370 Adams Avenue
Costa Mesa, CA 92626

Tel: (714) 438-4731

Fax: (714) 438-4689

Board Approval Date: May 4, 2011

EXHIBIT 'A' – CONSULTANT'S PROPOSAL
(As Reviewed, Amended, and Accepted by District)

Coast Community College District Purchase Order # _____

Project # _____

Project: DSA Close-Out of Open Projects at Orange Coast, Golden West, Coastline Colleges

Scope of Services: Close-Out of open projects at Orange Coast, Golden West, and
Coastline Colleges. Fee: \$41,600.00

All Consultant correspondence shall be addressed to:
Coast Community College District
Attn: District Facilities and Planning
1370 Adams Avenue
Costa Mesa, CA 92626

Authorization to Perform Professional Services

Consultant: UCML, Inc.
Street Address: 47 Flintridge Avenue
City/State/Zip: Ladera Ranch, CA 92694
Attention: Max Tehrani, President

In accordance with the terms of this Professional Services Agreement, Consultant is hereby authorized to provide the professional services set forth in the Proposal attached to this Exhibit "A" cover sheet upon the issuance of an approved purchase order by District.

----- ATTACH CONSULTANT'S ACCEPTED PROPOSAL -----



UCMI, INC.

Mr. Jerry Marchbank
Coast Community College District
Director, Facilities and Planning
1370 Adams Avenue
Costa Mesa, CA 92626

04/16/2011

Dear Jerry,

Following please find our fee proposal as per your request. A lump-sum price is provided to assist for budgetary purposes. This is based on three month duration for a full time inspector to attempt closing of the following open projects at three CCCD campuses (see attached).

Cost per year ----- (\$2080 hrs per year X \$ 80.00 per hour) = **\$166,400.00 per year**

Cost per month ----- (\$166,400 per year / 12 month per year) = **\$13,866.66 per month**

Cost for three month ----- (3 month X \$13,866.66 per month) = **\$41,600**

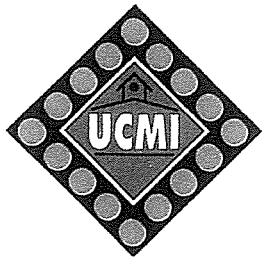
Total Estimated Cost for Three Month : \$41,600

This estimate is based on one Class 1 Project Inspector working normal eight hours per day, five days a week, and does not include any overtime.

Sincerely yours



Max Tehrani, President



UCMI, INC.

School	Project Name	DSA Application No.	Status	Project Architect/Engineer
Golden West	Central Plant	108822	Open	JR Miller & Assoc.
Golden West	Health Science Bldg.	110381	Open	James Hsu
Golden West	Math/Science Bldg.	110123	Open	James Hsu
Golden West	Reconstruction Bldgs. 1,2,2A,3,4,5,6,7,8, 10,1,12,15,16,17,18,19,20, 21, 9A/91, 9B/92,	106431	#3 Close of Project	Said Hilmy
Golden West	Library Bldg.	109271	#3 Close of Project	Terry Fernandez
Golden West	Learning Resource Center	108596	Open	David Hart
Golden West	Alteration Gym Bldg.	103185	#3 Close of Project	Douglas Ely
Golden West	Alteration Monopole	103335	#3 Close of Project	John Anderson
Golden West	Child Devel. Center	109718	Open	Westburg & white
Golden West	2-Shade Structures	111323	Open	Westburg & White
Golden West	Student Center/Snack Bar	105125	#3 Close of Project	Douglas Ely
Golden West	Parking Lot Site Work	104198	#3 Close of Project	Roberta Jorgenson
Golden West	Toilet Bldg.	104037	Void	
Golden West	Arch. Barrier Removal	100984	Open	Charles Terry
Golden West	Swimming Pools/Lockers	107344	Open	Y'Deen Architect
Coastline	Bookstore Expansion	102362	#3 Close of Project	TBP Architects
Coastline	Relocatable Admin	103966	#3 Close of Project	Doug Ely
Orange Coast	Alterations Bldgs. 7,12,13,40,80,91,92,96	100941	#3 Close of Project	Saha Arunabha
Orange Coast	Maintenance Facility	104737	#3 Close of Project	Bundy
Orange Coast	Feildhouse Retaining walls/ramps	105925	#3 Close of Project	Doug Ely
Orange Coast	Toilet Bldg. #1	101870	#3 Close of Project	Tom Moore/IBI
Orange Coast	Relo. Offices/Classroom	103030	#3 Close of Project	Doug Ely
Orange Coast	Rowing Center	104091	#3 Close of Project	Gerald Lehmer
Orange Coast	Sports Complex	107162	#3 Close of Project	Rossetti
Orange Coast	Sailing Center Library	100444	#3 Close of Project	Bundy
Orange Coast	Restroom #2 / Soccer	107642	#3 Close of Project	Tom Moore//IBI
Orange Coast	Sailing Center	108416	#3 Close of Project	Bundy
Orange Coast	After School	109087	#3 Close of Project	
Orange Coast	Student Services	109799	#3 Close of Project	AEPC
Orange Coat	Student Center	109797	Open	AEPC
Orange Coat	Student Center	109798	Open	AEPC
Orange Coat	Student Center	110070	Open	AEPC

EXHIBIT 'B'
CONSULTANT'S CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ADDENDUM NO. 2
AGREEMENT FOR ARCHITECTURAL SERVICES BETWEEN
LPA, INC.
AND
COAST COMMUNITY COLLEGE DISTRICT

Coastline Community College Newport Beach Learning Center

The Architectural Services Agreement, approved by the Coast Community College District Board of Trustees on September 30, 2009 between the Coast Community College District and LPA, Inc., is hereby amended as follows:

1. TERM OF THE AGREEMENT, shall be extended as follows: N/A
2. Services shall be amended as follows:

Additional Architectural and Engineering Services:

Increase due to additional square footage and increase of construction costs

3. Compensation shall be amended as follows:

Amount this Addendum: \$ 469,269

Previous Amount: \$1,664,300

New Total Amount: \$2,133,569

All other provisions of the Agreement for Architectural Services shall remain in full force and effect and shall not be changed by this addendum. This addendum shall be effective from the date of its approval by the Board of Trustees of the Coast Community College District.

COAST COMMUNITY COLLEGE DISTRICT
A Public Educational Agency

LPA, INC.

Jerry Patterson
President, Board of Trustees

Chris Torrey AIA, LEED
Principal

Dated: _____

Dated: _____

Amendment Board Date: 5/4/11

PROFESSIONAL SERVICES AUTHORIZATION

Client: **COAST COMMUNITY COLLEGE DISTRICT**
11460 Warner Ave
Fountain Valley, CA 92708

Attn: **Christine Nguyen**

Phone: **(714) 241-6150** Fax:

Project No.: **29036.10** Date: **April 21, 2011**
 Project: **Coastline Community College Newport Beach Learning Center**
 Location: **Newport Beach** PSA No.: **2-Rev.**
 Office: **Irvine** Issued By: **Contract**
 Client Contract: LPA PIC: **Glenn Carels**
 Client Job No.: License #: **C29181**
 LPA PM: **Steve Tiner**

Execution of this document will confirm your request for professional services. Please refer to the 'Terms and Conditions' of the Architectural Services Agreement dated March 1, 2009. The 'Terms & Conditions' are a part of this Agreement. The Project is generally described as:

Coastline Community College Newport Beach Learning Center located within the Coast Community College District.

LPA will provide: ☐ New Services ☒ Additional Services ☐ Revised Scope of Services

Services shall include:

Additional Services shall include:

Pursuit to the executed contract, the original project scope included a 55,000 SF project with \$37,000,000 budget. Through development of the programming and site design phases and the addition of the adjacent .5 acre parcel, the project increased in size and scope to an adjusted budget of \$28,100,000* (construction budget). Through negotiations with the District LPA will base the associated fee increase on 6.9% of a construction budget of \$27,501,000

* casework excluded

Services shall commence upon receipt of a signed copy of this document and a retainer in the amount of \$0.00 and shall be completed:

Services have already commenced pursuant to directions from Coastline Community College.

LPA shall be compensated for these services as indicated below. Unless otherwise noted below, neither Consultant Costs nor Project Expenses are included in the LPA fee and shall be reimbursed to LPA per the 'Terms and Conditions' of the Architectural Services Agreement dated March 1, 2009. The 'Terms and Conditions' are a part of this Agreement.

Fee:	Phased Fixed Fee	\$469,269.00
Reimbursable Expenses:	None	\$0.00

The following consultants shall provide services for this scope of services:

Proportional to base contract including: Civil, Structural, Mechanical, electrical & Landscape

Special Conditions:

None

Contract Status:	Services:	Expenses:	Contract Total:
Original Contract Amount:	\$1,538,300.00	\$80,000.00	\$1,618,300.00
Total of Previous Addenda:	\$46,000.00	\$0.00	\$46,000.00
Previous Totals:	\$1,584,300.00	\$80,000.00	\$1,664,300.00
This PSA Amount:	\$469,269.00	\$0.00	\$469,269.00
New Fee Totals:	\$2,053,569.00	\$80,000.00	\$2,133,569.00

Client Authorized Signature

Date

LPA Authorized Signature

Date

Robert O. Kupper, AIA, Principal, LEED® AP

Glenn Carels, AIA, Principal, LEED® AP

ACADEMIC CALENDAR

2012-2013

Coastline Community College - Orange Coast College - Golden West College

Summer 2012

First Day of Instruction	Monday, June 11, 2012
Independence Day (holiday)	Wednesday, July 4, 2012
Last Day of Instruction	Saturday, August 11, 2012

ACADEMIC CALENDAR

2012-2013

Coastline Community College - Orange Coast College - Golden West College

16 – Week Calendar

Fall 2012

First Day of Instruction	Monday, August 27, 2012
Labor Day (holiday)	Monday, September 3, 2012
Second Eight Week Classes Begin	Monday, October 21, 2012
Veteran's Day (holiday)	Friday, November 9, 2012
Thanksgiving (holidays)	Thursday, November 22, 2012 - Sunday, November 25, 2012
Last Day of the Semester	Sunday, December 16, 2012

Fall 2012 Faculty Duty Days	87
Total Fall 2012 Instructional Days	104

Winter Break	*Monday, December 17, 2012 – Tuesday, January 1, 2013
--------------	--

Winter Intersession 2013

First Day of Instruction	Wednesday, January 2, 2013
Martin Luther King Day (holiday)	Monday, January 21, 2013
Winter Intersession Ends	Friday, January 25, 2013

Spring 2013

First Day of Instruction	Monday January 28, 2013
Lincoln's Day (holiday)	Friday, February 15, 2013 -
Washington's Day (holiday)	Monday, February 18, 2013
Spring Recess (holidays)	Monday, March 25, 2013 – Sunday, March 31, 2013
Second Eight Week Classes Begin	Monday, April 1, 2013
Last Day of Semester	Sunday, May 26, 2013
Memorial Day (holiday)	Monday, May 27, 2013

Spring 2013 Faculty Duty Days	88
Total Spring 2013 Instructional Days	108

Total Faculty Duty Days	175
Total Instructional Days	212

Note: Cesar Chavez's Birthday is March 31, 2013 – Local recognition the week of March 18, 2013

****Classified and 12-month employees begin holiday break on Wednesday, December 19, 2012.***

**ACADEMIC CALENDAR
2012-2013
Coastline Community College - Orange Coast College - Golden West College**

**Special Programs and Services
18-Week Calendar**

Fall 2012

First Day of Instruction	Monday, August 27, 2012
Labor Day (holiday)	Monday, September 3, 2012
Veteran's Day (holiday)	Friday, November 9, 2012
Thanksgiving (holidays)	Thursday, November 22, 2012 – Sunday, November 25, 2012
Winter Break	*Monday, December 17, 2012 – Tuesday, January 1, 2013
Classes Resume	Wednesday, January 2, 2013
Last Day of the Semester	Saturday, January 12, 2013
Fall 2012 Faculty Duty Days	87
Total Fall 2012 Instructional Days	100

Spring 2013

First Day of Instruction	Monday, January 14, 2013
Martin Luther King Day (holiday)	Monday, January 21, 2013
Lincoln's Day (holiday)	Friday, February 15, 2013 - Monday, February 18, 2013
Washington's Day (holiday)	Monday, February 18, 2013
Spring Recess (holidays)	Monday, March 25, 2013 – Sunday, March 31, 2013
Classes Resume	Monday, April 1, 2013
Last Day of Semester	Saturday, May 25, 2013
Memorial Day (holiday)	Monday, May 27, 2013
Spring 2013 Faculty Duty Days	88
Total Spring 2013 Instructional Days	104
Total Faculty Duty Days	175
Total Instructional Days	204

Note: Cesar Chavez's Birthday is March 31, 2013 – Local recognition the week of March 18, 2013.

***Classified and 12-month employees begin holiday break on Wednesday, December 19, 2012**

ACADEMIC CALENDAR

2013-2014

Coastline Community College - Orange Coast College - Golden West College

Summer 2013

First Day of Instruction	Monday, June 17, 2013
Independence Day (holiday)	Thursday, July 4, 2013
Last Day of Instruction	Saturday, August 10, 2013

ACADEMIC CALENDAR

2013-2014

Coastline Community College - Orange Coast College - Golden West College

16 – Week Calendar

Fall 2013

First Day of Instruction	Monday, August 26, 2013
Labor Day (holiday)	Monday, September 2, 2013
Second Eight Week Classes Begin	Monday, October 21, 2013
Veteran's Day (holiday)	Monday, November 11, 2013
Thanksgiving (holidays)	Thursday, November 28, 2013 - Sunday, December 1, 2013
Last Day of the Semester	Sunday, December 15, 2013

Fall 2013 Faculty Duty Days	87
Total Fall 2013 Instructional Days	106

Winter Break	*Monday, December 16, 2013 Wednesday, January 1, 2014
--------------	--

Winter Intersession 2014

First Day of Instruction	Thursday, January 2, 2014
Martin Luther King Day (holiday)	Monday, January 20, 2014
Winter Intersession Ends	Friday, January 24, 2014

Spring 2014

First Day of Instruction	Monday January 27, 2014
Lincoln's Day (holiday)	Friday, February 14, 2014 -
Washington's Day (holiday)	Monday, February 17, 2014
Spring Recess (holidays)	Monday, March 24, 2014 – Sunday, March 30, 2014
Second Eight Week Classes Begin	Monday, March 31, 2014
Last Day of Semester	Sunday, May 25, 2014
Memorial Day (holiday)	Monday, May 26, 2014

Spring 2014 Faculty Duty Days	88
Total Spring 2014 Instructional Days	108

Total Faculty Duty Days	175
Total Instructional Days	214

Note: Cesar Chavez's Birthday is March 31, 2014 – Local recognition during the week of March 17, 2014.

****Classified and 12-month employees begin holiday break on Thursday, December 19, 2013.***

ACADEMIC CALENDAR
2013-2014
Coastline Community College - Orange Coast College - Golden West College

Special Programs and Services
18-Week Calendar

Fall 2013

First Day of Instruction	Monday, August 26, 2013
Labor Day (holiday)	Monday, September 2, 2013
Veteran's Day (holiday)	Monday, November 11, 2013
Thanksgiving (holidays)	Thursday, November 28, 2013 – Sunday, December 1, 2013
Winter Break	*Monday, December 16, 2013 – Wednesday, January 1, 2014
Classes Resume	Thursday, January 2, 2014
Last Day of the Semester	Saturday, January 11, 2014
Fall 2013 Faculty Duty Days	87
Total Fall 2013 Instructional Days	100

Spring 2014

First Day of Instruction	Monday, January 13, 2014
Martin Luther King Day (holiday)	Monday, January 20, 2014
Lincoln's Day (holiday)	Friday, February 14, 2014 -
Washington's Day (holiday)	Monday, February 17, 2014
Spring Recess (holidays)	Monday, March 24, 2014 – Sunday, March 30, 2014
Classes Resume	Monday, March 31, 2014
Last Day of Semester	Sunday, May 25, 2014
Memorial Day (holiday)	Monday, May 26, 2014
Spring 2014 Faculty Duty Days	88
Total Spring 2014 Instructional Days	104
Total Faculty Duty Days	175
Total Instructional Days	204

Note: Cesar Chavez's Birthday is March 31, 2014 – Local recognition during the week of March 17, 2014.

****Classified and 12-month employees begin holiday break on Thursday, December 19, 2013.***

CLASSIFIED/ADMINISTRATIVE HOLIDAY SCHEDULE

2012-2013

July 4, 2012 (Wednesday)..... Independence Day

September 3, 2012 (Monday) Labor Day

November 9, 2012 (Friday)..... Veterans' Day

November 22 - November 23, 2012 (Thurs-Fri).....Thanksgiving Holiday

December 19, 2012 (Wed.) - January 1, 2013 (Tue.)..... Winter Holiday
(10 days)

January 21, 2013 (Monday) Martin Luther King Jr. Day

February 15, 2013 (Friday) Lincoln's Day

February 18, 2013 (Monday) Washington's Day

March 29, 2013 (Friday) Spring Holiday

May 27, 2013 (Monday) Memorial Day

CLASSIFIED/ADMINISTRATIVE HOLIDAY SCHEDULE

2013-2014

July 4, 2013 (Thursday) Independence Day

September 2, 2013 (Monday) Labor Day

November 11, 2013 (Monday)..... Veterans' Day

November 28 - November 29, 2013 (Thurs-Fri)..... Thanksgiving Holiday

December 19, 2013 (Wed.) - January 1, 2014 (Tue.) Winter Holiday
(10 days)

January 20, 2014 (Monday) Martin Luther King Jr. Day

February 14, 2014 (Friday) Lincoln's Day

February 17, 2014 (Monday) Washington's Day

March 28, 2014 (Friday) Spring Holiday

May 26, 2014 (Monday) Memorial Day

RESOLUTION # 11-16

A Resolution of the Board of Trustees of the Coast Community College District To Close County Funds

WHEREAS, when the Series B and Series C GO Bonds were sold in 2006, separate funds were established at the Orange County Treasury for deposit of the proceeds (Funds 2122 and 2123);

WHEREAS, balances were then transferred to the original GO Bond Fund 2121 for operational purposes; and

WHEREAS, since that time, a small amount of interest continues to accrue to the funds and is then transferred to the master fund.

THEREFORE, as there is no remaining purpose for them, funds 2122 and 2123 should be closed and any remaining balances transferred to fund 2121.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 4, 2011 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain: _____

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

RESOLUTION # 11-17

A Resolution of the Board of Trustees of the Coast Community College District To Establish Member/Alternate Member of Retiree Health Benefit Program Trust

WHEREAS, due to changes in staff, the Member and Alternate Member of the Retiree Health Benefit Program Trust need to be appointed;

THEREFORE, Kimberly Allen shall remain the appointed Member and Andrew Dunn will replace C.M. Brahmbhatt as the Alternate Member.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 4, 2011 this Resolution was adopted by the Board by a vote of _____.

Aye:

No:

Abstain: _____

Christian Teeter, Ed.D., Board Secretary, Board of Trustees

Coast Community College District
BOARD POLICY
Chapter 2
Board of Trustees

BP 2105 Student Representative Selection Process

One student, enrolled in any college or colleges of the Coast Community College District, shall be elected every year to serve as Student Trustee member of the Board of Trustees of the Coast Community College District.

The Student Trustee shall not be required to enroll during any summer session of the District.

TERM OF OFFICE:

The term of office of the Student Trustee shall be from June 1 of each year to May 31 of the next year.

MANNER OF ELECTION OF STUDENT TRUSTEE:

Any student of the Coast Community College District may apply to be Student Trustee on the form provided by the Chancellor's office. (A copy of this form may be found in Administrative Procedure 0010-2-9.1.) This form shall be returned to the District Advisor of the Coast Community College District Student Council who will determine if all minimum qualifications are met. The names of the applicants meeting minimum qualifications, along with a summary of their qualifications, shall be submitted to the District Student Council. All other applications shall be discarded.

Student Trustee applicants must follow the procedures reviewed annually by the District Student Council and by the advisors.

The District Student Council may interview candidates before voting. When applicants are interviewed, interview questions must be previously cleared through the District Student Council Advisor and the Vice-Chancellor of Human Resources.

The District Student Council shall, in open public session, elect the person deemed best qualified to represent the students of the colleges in the position of Student Trustee.

A simple majority of the District Student Council Selection Committee, the chairperson abstaining, shall be required to elect. The District Student Council Selection Committee shall be comprised of equal membership from each college with the current Student Trustee acting as chair. The membership from each college shall be two (2) representatives from the campus student government organization, selected by that organization to represent them on the District Student Council Selection Committee. A simple majority shall be a minimum of four (4) of the six members. In the event of a deadlock, the chair may cast the deciding vote. The final vote is to be taken during public meeting of the District Student Council Selection Committee.

In the event that there shall be no more than a single candidate for the position, such candidate may be elected by a simple majority of a quorum of the District Student Council. A candidate so

elected may not succeed himself/herself. A quorum shall be more than fifty percent of the members of the District Student Council, provided that each college is represented, and excluding the Student Trustee.

In the event of deadlock, the chairperson may cast the deciding vote.

In the event that no agreement on a candidate can be reached on the first vote, then successive votes may be taken after the elimination of the candidate(s) receiving the lowest numbers of votes until a remaining candidate receives the majority vote.

In the event that there is no quorum to select the new Student Trustee by the last District Council meeting in May, then the District Student Council shall recommend that the current Student Trustee remain in office until the new Student Trustee is selected and to repeat the recruitment and selection process within four (4) months from the end of the previous Student Trustee's term (June 1 – September 30). In the event that the secondary selection process is not successful in selecting a new Student Trustee, the District Student Council may recommend to the Board that the position remain vacant for the academic year.

ADMINISTRATIVE PROCEDURE

- 1. The Student Trustee Distributes/Posts the Application for Student Trustee One Week Prior to the Commencement of Spring Recess**
- 2. District Student Council Forms Student Trustee Selection Committee (per Board Policy 010-2-14.1)**
- 3. Student Trustee Selection Committee Schedules Orientation Meeting**
 - a. Selection Committee Reviews Board Policy 010-2-14.1**
 - b. Student Trustee Selection Committee Receives Training from the District Human Resources Department**
 - c. The Selection Committee Receives Brown Act Training Concerning Selections of Appointed Officials**
 - d. Applications are Reviewed by the Selection Committee**
 - e. The Selection Committee Reviews Interview Questions (Attached)**
 - f. The Selection Committee Assigns Interview Questions to Each Member**
 - g. The Selection Committee Reviews Interview Scoring Sheets (Attached)**
 - h. The Selection Committee Draws Lots to Determine Order of Interviews**
 - i. The Selection Committee Authorizes Distribution of Interview Questions to All Candidates in Advance**
- 4. The Secretary of the Board Contacts All Candidates to Confirm Interview Times**
 - a. The Secretary of the Board, or designee, Informs Candidates of Their Interview Times (order is determined by the drawing of lots)**
 - b. The Secretary of the Board, or designee, Encourages Candidates of Their Legal Right to Attend the Full Meeting, but Suggests that Candidates Only Attend for Their Interview Time**
 - c. Candidates are Informed by the Secretary of the Board that the Student Trustee will Contact Them After the Selection Committee Makes Its Choice, Informing Them of the Committee's Decision**

- 5. The Student Trustee Selection Committee Convenes to Conduct Interviews of Candidates**
 - a. Interviews Shall Last 30 Minutes Per Candidate**
 - b. After Interviews Are Completed, the Committee Takes a 5 Minute Recess**
 - c. The Selection Committee Reconvenes for Discussion**
 - d. The Student Trustee Opens Nominations for the Next Student Trustee (Nominations Do Not Require a Motion). The Student Trustee Advises the Committee that He/She Only Votes to Break a Deadlocked or Tie Vote.**
 - e. The Secretary of the District Student Council Notes Each Nomination from the Selection Committee Members**
 - f. The Student Trustee, after Receiving No Further Nominations, Asks for a Motion to Close Nominations.**
 - g. Once Nominations Are Closed, the Student Trustee Takes an Oral Roll Call Vote of Each Member of the Selection Committee. The Student Trustee Asks Each Member of the Selection Committee to Cast His/Her Vote.**
 - h. The Secretary of the District Student Council Tabulates the Votes. The Candidate Receiving a Majority of the Votes Is Elected.**
 - i. In the event of a tie or deadlocked vote, the Student Trustee shall cast the deciding vote.**
- 6. With the Selection of the Candidates Complete, the Student Trustee Announces the Selection Committee's Nominee for the Next Student Trustee**
- 7. The Student Trustee Contacts Each Candidate to Inform them of the Selection Committee's Decision**
- 8. The Student Trustee and Secretary of the Board Author the Agenda Item for the first Regular Meeting of the Board of Trustees in May, for the Appointment of the New Student Trustee by the Board.**

REMOVAL OF STUDENT TRUSTEE:

A Student Trustee shall be removed from office if and when he/she fails to meet the qualifications of this office. A Student Trustee may be removed from office, for just cause, by the affirmative vote of seven of the nine members of the Student Council. The Student Council may conduct such a vote on its own motion or at the request of the Coastline Community College Student Advisory Council, the Golden West College Student Council, or the Orange Coast College Associated Student Senate.

Basis for removal by the Student Council shall include:

- 1. Failure to attend at least three consecutive regularly scheduled Board meetings for other than good cause;**
- 2. Such other reasons as may be identified by the Student Council, providing that such reasons shall be approved by the Board of Trustees of Coast Community College District;**
- 3. The student member shall be removed for any reason as is otherwise specified or required by law.**

The District Student Council shall make reasonable efforts to consult with the Student Trustee prior to any action to remove said Trustee from office and shall review its findings with representatives of each college, the District Administration, and the District Board of Trustees prior to final action.

If the Student Trustee is removed from office, and no alternate has previously been identified by the District Student Council, a successor shall be elected by the District Student Council as soon as reasonably possible. Such successor shall serve for the remainder of the original term. The manner of election shall be as previously required by this policy.

DISTRIBUTION OF MATERIALS:

The Student Trustee shall receive all materials presented to the other Board members except for such materials as may relate to a matter to be considered in or acted upon by the Board during closed session.

Immediately prior to or at the beginning of the term of office of the Student Trustee, the Secretary of the Board of Trustees shall deliver to the Student Trustee a copy of this policy. District Student Council members shall also receive a copy of this policy.

MILEAGE:

The Student Trustee shall be entitled to the mileage allowance provided the regular Trustees.

Revised September 18, 1985

Revised August 20, 1986

Revised June 26, 1991

Revised July 21, 1993

Revised September 6, 1995

Revised February 18, 2003

Revised March 4, 2011

Replaces CCCD Policy 010-2-14.1, Fall 2010

AGREEMENT

BETWEEN

Coast Community College District
1370 Adams Avenue
Costa Mesa, CA 92626
USA

and

US/China Entrepreneurs Exchange
Association
6046 N Willard Ave
San Gabriel, CA 91775
USA

1. Coast Community College District (hereinafter called 'CCCD') and US/China Entrepreneurs Exchange Association (hereinafter called 'US/CEEA') agree as follows:
 - a. US/CEEA is hereby accepted as a representative for CCCD. This is not an exclusive agreement, and CCCD may make similar agreements with other representatives.
 - b. US/CEEA's activities may include contacting college counselors, students, student agencies, and businesses for the purpose of providing accurate information and recruiting prospective students for CCCD.
 - c. US/CEEA is an independent contractor and not an employee of CCCD. CCCD is not responsible for US/CEEA's business expenses nor for the payment of any taxes.
 - d. CCCD will provide US/CEEA with program brochures, application forms, housing information, and other appropriate materials.
 - e. CCCD will pay US/CEEA a fee of \$1,000 per student enrolled at CCCD to help offset expenses in representing CCCD. No salary, wage, bonus, or commission will be paid. The first \$500 shall be paid upon the completion of the student's first semester and the second installment shall be paid after the student's completion of the second semester.
 - f. In accordance with the Department of Homeland Security (DHS) regulations, a Coast College will issue Form I-20 and the acceptance to the College only after all the documents for admission have been submitted, reviewed and approved by CCCD. CCCD retains all rights pertaining to the admission or non-admission of an applicant.
 - g. The name of Coast Community College District is not to be used in any publication, advertisement or news release without prior approval of CCCD. Any copyrights or publication rights arising from or relative to materials developed by

the Parties in connection with this Agreement shall belong to CCCD. The only title or designation which US/CEEA may use in printed matter and in connection with the name of Coast Community College District is "Representative."

2. US/China Entrepreneurs Exchange Association Obligations

US/CEEA will provide students with all necessary services, which include the following:

- a. Facilitate the cooperation between two partnering institutions.
- b. Assist in coordination between the two partnering institutions with regards with issues concerning the programs contained in this agreement.
- c. Market and promote the programs to prospective students. US/CEEA agrees to follow the AIRC Standards and Practices in recruiting international students and establish a transparent framework through which the Parties in this Agreement can review the recruitment and advising process to ensure such practices are continued. American International Recruitment Council has highlighted practices (<http://www.airc-education.org/>).
- d. Provide students with information on the programs with CCCD's approval and according to appropriate standards established by the College.
- e. Collect and submit application forms to CCCD Colleges.
- f. Provide student with information and services on student visas.
- g. Provide students with services upon their arrival in USA to include, but not limited to: transportation, culture orientation, housing, banking, etc.
- h. Provide the students with services and helps on their applying for and transfer into the universities after CCCD in USA.

3. Term and Termination

This Agreement will go into effect on the date it has been signed by both parties and will be in effect for a period of four years. The agreement can be renewed for additional five year periods by mutual written consent of the parties to the agreement. The parties agree that this agreement may be extended in writing upon approval of respective governing boards. Both parties may terminate this agreement with a 6-month notice is given in writing citing reasons for termination. Such termination will be effective for the semester following the 6th month when the notice is given.

4. Independent Contractor

- a. US/CEEA, in the performance of this Agreement, shall be and act as an independent contractor. US/CEEA understands and agrees that it and all its employees shall not be considered officers, employees or agents of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including but not limited to, State Unemployment Compensation or Worker's Compensation.
- b. US/CEEA assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this

Agreement. US/CEEA shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to US/CEEA and its employees.

- c. US/CEEA agrees and understands that by performing services under this Agreement, US/CEEA and its employees are not entitled to employment with the District, nor is any express or implied employment relationship created between the District and US/CEEA.
- d. US/CEEA has no authority to bind the District.

5. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the same shall be resolved as follows:

- a. In the event of any dispute, claim, question, or disagreement arising out of or relating to this Agreement, prior to initiating arbitration or any other legal action and as a condition precedent to being entitled to file a legal action, the Parties hereto shall use their best good faith efforts to settle such disputes, claims, questions, or disagreements, consulting and negotiating with each other in good faith and recognizing their mutual interests in attempting to reach a just and equitable solution satisfactory to both Parties
- b. In the event the Parties are unable to resolve their dispute through the meet and confer procedure provided for herein, any dispute arising under or relating to this Agreement, whether based on contract, tort, statute, or other legal or equitable theory, shall be heard in the Superior Court, County of Orange, in the State of California.
- c. This Agreement shall be interpreted and governed by the laws of the State of California.

6. Miscellaneous Terms and Conditions

- a. US/CEEA, by this Agreement, accepts the relationship of trust and confidence established between US/CEEA and the District. US/CEEA shall comply with all applicable federal and state laws, regulations, and District policy in its performance of services under this Agreement. US/CEEA shall take all precautions necessary to protect its employees, the District's employees, and prospective international students from risk of harm arising out its obligations under this Agreement.
- b. US/CEEA shall hold and maintain during the performance of this Agreement all applicable licenses, permits, and/or certificates necessary for performance of services under this Agreement.
- c. US/CEEA shall not disclose, nor use except in the performance of this Agreement, any student records, or confidential, proprietary and/or trade secret information of the District, and shall comply with all state and federal laws of confidentiality including FERPA, HIPPA, and CIMA.

- d. US/CEEA agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, submitted to the District, and/or used in connection with this Agreement, shall be mutually owned by US/CEEA and the District, in perpetuity and worldwide, including all rights to and flowing from the work, including any work product, performed under this Agreement. US/CEEA hereby assigns to the District any and all rights US/CEEA could have, may have, or does have in the work and/or the work product performed under this Agreement. District shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the District. US/CEEA consents to the use of its name in conjunction with the sale, use, performance, and distribution of materials under this Agreement, for any purpose and in any medium.
- e. Neither this Agreement, nor any interest therein may be assigned by US/CEEA without the prior written consent of the District, which consent may be withheld by the District in its sole and absolute discretion. Any attempt by US/CEEA to assign this Agreement shall be void and a material breach of this Agreement and the District may immediately terminate this Agreement.
- f. District and US/CEEA, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of this Agreement.
- g. This Agreement represents the entire and integrated agreement between the District and US/CEEA regarding the Program and supersedes all prior negotiations, representations, or agreements, either written or oral.
- h. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against the District or US/CEEA.
- i. The District shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this Agreement whether a claim for such damages is based on warranty, contract or tort (including, without limitation, negligence or strict liability) even if the Parties are advised of the likelihood or possibility of the same.
- j. US/CEEA's sole and exclusive remedy in the event it makes any claim for breach of this Agreement or seeks damages under any theory of law whether based on warranty, contract or tort, including without limitation, negligence or strict liability, shall be against the District, and not its trustees, officers, agents, or employees. No trustee, officer, agent, or employee shall be sued or named as a party in any such suit or action, and no judgment shall be taken against any trustee, agent, or employee. No writ of execution will be levied against the assets of any trustee, officers, agents, or employee of the District pursuant to the terms of this Agreement. The covenant and agreement contained in this section are enforceable by the District's trustees, officers, agent, and employees.
- k. The Parties to this Agreement shall be excused from performance hereunder during the time and to the extent that they are prevented from obtaining,

delivering, or performing by acts of God, fire, strike, lock-out, terrorism, commandeering of materials, products, plants, or facilities by the government. Satisfactory evidence shall be presented to the District or US/CEEA to establish that the non-performance is not due to the fault or neglect of the party not performing.

- l. If any provision of this Agreement is held by any Court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force.
- m. US/CEEA agrees that it will not engage in unlawful discrimination in the employment of persons, nor in the selection of international students, because of race, color, religious creed, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual preference, or age of such persons.
- n. The failure of the District or US/CEEA 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.
- o. In the event of any dispute, arbitration or litigation between the Parties hereto arising out of or relating in any manner to this Parties, including the necessity of either party to defend any action which has been covered hereby or to prosecute any action to enforce this Agreement, the losing party shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing party and any judgment, decision, or award rendered against either of the Parties may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing party.

To District:

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

To US/China Entrepreneurs Exchange Association:

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE DISTRICT	US/CHINA ENTREPRENEURS EXCHANGE ASSOCIATION
----------------------------------	--

Jerry Patterson
President, Board of Trustees

NAME
President

Dated: _____

Dated: _____