
AGENDA

Coast Community College District Regular Meeting of the Board of Trustees

Date: Wednesday, May 18, 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 Pledge of Allegiance – Trustee Lorraine Prinsky

1.04 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.

1.05 Presentations, Ceremonial Resolutions and Public Hearings

1.05.01 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**
- 2.08 Opportunity for the Board of Trustees to Review Proposed Changes to Board Policy BP 2015, Student Trustee, Board of Trustees**
- 2.09 Chancellor Search Committee Report**
- 3.00 Matters for Review, Discussion and/or Action**
 - 3.01 Board Meeting Dates**
 - 3.02 Meetings and Conferences of the American Association of Community Colleges (AACC), Association of Community College Trustees (ACCT) & California Community College League (CCLC)**
 - 3.03 The Board Directives Log**
 - 3.04 Buildings and Grounds Reports**
 - Golden West College Learning Resource Center
 - Coastline College Newport Beach Learning Center
 - 3.05 Review of District Budget Update**
 - 3.06 Approval of Termination of Funding of Part-time Faculty Parity Compensation Program and Reallocation of Funds**

CONSENT CALENDAR

- 4.00 Travel**
 - 4.01 DIS – Authorization for Administratively Approved Travel Requests**
 - 4.02 DIS - Authorization for Attendance at Meetings and/or Conferences**
- 5.00 Curriculum Approval**
 - 5.01 DIS – Curriculum Approval**
- 6.00 Authorization for Student Trips**
 - 6.01 GWC – Student Trips**
- 7.00 Authorization for Special Projects**
 - 7.01 GWC – Special Projects**
 - 7.02 OCC – Special Projects**
- 8.00 Authorization for Disposal of Surplus**

- 8.01 DIS – Disposal of Surplus**
- 9.00 Authorization to Enter Into Standard Telecourse Agreements**
 - 9.01 CCC – Standard Telecourse Agreements**
- 10.00 Approval of Clinical Contracts**
 - 10.01 OCC – Clinical Contracts**
 - 10.02 GWC – Clinical Contracts**
- 11.00 Authorization for Purchase of Institutional Memberships**
 - 11.01 CCC – Institutional Memberships**
 - 11.02 OCC – Institutional Memberships**
 - 11.03 GWC – Institutional Memberships**
- 12.00 Authorization for Off Campus Assignments**
 - 12.01 CCC – Off Campus Assignments**
- 13.00 Authorization for Community Activities**
 - 13.01 OCC – Authorization for Community Activities**
- 14.00 Authorization for Sailing Program**
 - 14.01 OCC – Sailing Program**
- 15.00 Personnel Items**
 - 15.01 DIS – Personnel Items**
 - a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
 - b. Authorization for Schedule Changes, Classified Staff
 - c. Authorization for Professional Experts
- 16.00 Authorization for Independent Contractors**
 - 16.01 GWC – Independent Contractors**
 - 16.02 OCC – Independent Contractors**
- 17.00 Approval of Purchase Orders**
 - 17.01 DIS – Purchase Orders**
- 18.00 Ratification/Approval of Checks**

- 18.01 DIS – Ratification/Approval of Checks**
- 19.00 Check List for General Obligation Bond Fund**

- 19.01 DIS –General Obligation Bond Fund**
- 20.00 Authorization for Special Payments**

- 20.01 DIS – Special Payments**

DISCUSSION SECTION

- 21.00 Approval of Agreements**

- 21.01 CCC – Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department’s Share of the Telephone Service Costs at the Orange County One-Stop Center**
- 21.02 CCC - Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department’s Share of the Telephone Service Cost at the Orange County One-Stop Center**
- 21.03 CCC - Approve an Addendum between the State of California Department of General Services and the Coast Community College District/One-Stop Center to Extend the Term of Leased Space Including an Incremental Rent Increase by the Employment Development Department for the Purpose of Providing Services at the Orange County One-Stop Center – Irvine Site**
- 21.04 DIS – Authorization to Enter into a Data Release Agreement with United Healthcare Insurance Company to facilitate participation in the Early Retiree Reinsurance Program whereby the United States Department of Health and Human Services (HHS) will provide reimbursements to the Coast Community College District**
- 21.05 OCC – Approve Agreement between The Regents of the University of California, a California public corporation, on behalf of its Recreation Department at the Santa Barbara Campus (UCSB) and the Coast Community College District (CCCD) for the purpose of transporting one CCC rowing shell to and from Gainesville, Georgia**
- 21.06 DIS – Approve Agreement between Beijing Normal University Zhuhai (BNUZ), U.S./China Entrepreneur Exchange Association (US/CEEA), and the Coast Community College District (CCCD) for the 1+1+2 University Transfer Program to Increase International Student Enrollment and Assist International Students with their Transfer from a Coast College to a U.S. Accredited University**
- 21.07 CCC– Approval of Employment Agreement, Interim Vice President Student Services & Economic Development**
- 21.08 CCC – Approval of Employment Agreement, Interim Administrative Director, Workforce & Economic Development**

- 21.09 OCC – Approve Standard Agreement between Pat Moore Foundation and the Coast Community College District for the Purpose of Providing an Additional Site for Students to do Fields Work (Psychology 245) for the Mental Health Worker Career Certificate**
- 21.10 GWC – Approve Standard Independent Contractor Agreements between the Contractors Listed Below and the Coast Community College District for Administration and Coordination of Exams**
- 21.11 GWC – Approval of Standard Agreement between Kelly Thompson and the Coast Community College District for Printing**
- 21.12 GWC – Approval of Employment Agreement, Interim Vice President Student Services**
- 21.13 GWC – Approve Non-Standard Agreement between Apple Computers, Inc. and the Coast Community College District for Equipment Installation**
- 21.14 CCC – Approval of Employment Agreement, Interim Vice President Administrative Services**
- 21.15 GWC – Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming**
- 21.16 GWC – Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Online Instructional Materials**
- 21.17 GWC – Approve Non-Standard Agreement between SchoolsFirst Credit Union and the Coast Community College District for ATM Services**
- 21.18 Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students and Provide Support Services for Transfer to a CCCD College**
- 22.00 Buildings and Grounds Approvals**
- 22.01 Approve Change Order No. 5; Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid 1965**
- 22.02 Bid Tabulations and Award of Contract: Orange Coast College Baseball Entry – Athletic Field Support Complex; Bid No. 1996**
- 22.03 Authorization to Purchase Classroom and Office Furniture for Orange Coast College Classroom Refurbishment Project, using the Department of General Services, County of Orange, California Multiple Award Schedule (CMAS), and the US Communities Contract**
- 22.04 Authorization to Purchase One Hundred Seventy-Five (175) Dell and Five (5) Apple Computers for the Orange Coast College Business Education/Math Wing Remodel Project using the Western States Contracting Alliance (WSCA) Master Price Agreement and Apple’s Collegiate Purchase Program (CPP) Agreement**
- 22.05 Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection**

Services; Orange Coast College Baseball Field Restroom Complex

- 22.06 Approve Standard Professional Services Agreement with UCMI, Inc. for Project Oversight; Orange Coast College Classroom Refurbishment Project**
- 22.07 Approve Independent Contractor Agreement with Cambridge West Partnership LLC; Preparation of Final Project Proposals for Orange Coast College and Golden West College Building/Facilities Program Implementation for 2010-2011**
- 22.08 Approve Independent Contractor Agreement with Cambridge West Partnership LLC; Orange Coast College, Golden West College and Coastline College State Reporting/Long Range Planning for 2011-2012**
- 22.09 Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services**
- 23.00 General Items of Business**
- 23.01 DIS – Bid Tabulations and Award of the Collection and Disposal of Solid Waste for Coast District; Bid No. 1993**
- 23.02 Approval of Proposed Policy Revision BP 7837, Faculty/Academic Senate Role in Governance**
- 23.03 Approval of Summer 2012 and 2013 Academic Calendars, 2012-2013 and 2013 and 2014 Academic Calendars, and 2012-2013 and 2013-2014 Administrative Holiday Schedules**
- 23.04 DIS – Approve Coast Community College District Vision 2020 Master Plan with Facility, Human Resources, Technology and Finance Supplemental Plans in Support of the District's Ten-Year Vision, Five-Year Plan, and Three-Year Reviews beginning 2013 and Annual Progress Reports in June to the Board of Trustees**
- 23.05 Authorization of Voluntary Separation Program (VSP) – Option C**
- 24.00 Resolutions**
- 24.01 Resolution #11-18 Authorizing Payment to Trustee Absent from Board Meeting**
- 24.02 Resolution # 11-19 Adoption of Resolution of January to March 2011 Budget Transfers**
- 24.03 Resolution # 11-20 to Increase Income and Expenditure Budget for 2010-2011**
- 24.04 Resolution #11-21 for Layoff Due to Lack of Funds: One Stop Center, Coastline Community College**
- 24.05 Resolution #11-22 Authorizing the Execution and Delivery of Legal Documents in Connection with a Lease-Purchase Financing to Complete the Financing Plan for the Coastline College Newport Beach Learning Center**
- 25.00 Approval of Minutes**
- 25.01 Approval of Minutes
- Regular/Study Session Meeting of April 6, 2011**

- Regular Meeting of April 20, 2011

26.00 Close of Meeting

26.01 Opportunity for Public Comment (Closed Session – Items on Agenda)

26.02 Recess to Closed Session

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

26.02.01 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 Adm Dir, Workforce & Economic Development
 - b. Interim Vice President of Student Services
 - c. Interim Vice President Administrative Services
 - d. Interim Vice President Student Services & Economic Development
6. Classified Management
7. Classified Staff
8. Reclassification and Reorganization/Reassignment
9. Classified Temporary Assignments
 - a. Special Assignment
 - b. Special Assignment
 - c. Special Assignment
 - d. Special Assignment
 - e. Military Contract Educ Program Coordinator
 - f. Public Information Specialist
 - g. Special Assignment
 - h. Special Assignment
 - i. Environmental Health & Safety Specialist
10. Hourly Staff
11. Substitute Classified
12. Clinical Advisor/Summer
13. Medical Professional Hourly Personnel
14. Student Workers

**26.02.02 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

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

26.02.04 Public Employment
(Pursuant to Government Code Section 54957)

Position: Chancellor

26.03 Reconvene Regular Meeting

26.04 Report of Action in Closed Session (If any)

26.04 Public Comment (Items Not On Agenda)

26.05 Adjournment

PRELIMINARY MATTERS
(White Pages)

**Wednesday, May 18, 2011
Regular Meeting**

1. Preliminary Matters

Subject	1.01 Preliminary Matters
Meeting	May 18, 2011 - Regular Meeting
Category	1. Preliminary Matters
Access	Public
Type	Preliminary Matters

1.01 Call to Order

1.02 Roll Call

1.03 Pledge of Allegiance - Trustee Lorraine Prinsky

1.04 Public Comment (Open Session - Items on Agenda)

1.05 Presentation, Ceremonial Resolutions and Public Hearings

1.05.01 Acceptance of Retirements

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

Classified

Cavella, Penny E., CCC, Bookstore Operations Assistant, retirement effective 7/1/11

Grane, Beth Ann, CCC, Area Facilitator, retirement effective 6/1/11

Robison, Sharon, District, Payroll Technician, retirement effective 7/1/11

Znider, Janet, OCC, Child Care Center Assistant, retirement effective 6/16/11

Penny Cavella

Whereas, Penny Cavella, Bookstore Operations Assistant, is retiring from Coastline Community College effective the first day of July 2011; and

Whereas, Penny Cavella began her career in 1985 and during her many years of service as a Bookstore Operations Assistant she has enjoyed working with the Faculty, Students and Staff; and

Whereas, Penny Cavella feels that Coastline Community College is an extended family and she will never forget the great friendships she has made; and

Whereas, after retirement, Penny Cavella plans to help others by participating in outreach programs at her church, as well as through community organizations, travel and catch up on some projects.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Penny Cavella 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 Penny Cavella on this day, the eighteenth of May in the year 2011.

Beth Ann Grane

Beth Ann Grane, Area Facilitator, is retiring from Coastline Community College effective the eleventh day of May 2011; and

Whereas, Beth Ann Grane has been a member of the Coastline Staff at the Costa Mesa Learning Center as an Area Facilitator for eleven years; and

Whereas, Beth Ann Grane has grown professionally and believes she is a better person due to the many experiences she has encountered over the years. The memories of her experiences and good friends at Coastline will always be a part of her life and a footprint on her heart; and

Whereas, although she is excited to share enjoying her retirement with her husband, family and friends she also extends her appreciation to all of her Coastline family and for the support she has had over the many years.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Beth Ann Grane for her years of service to Coastline Community 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 Beth Ann Grane on this day, the eighteenth of May in the year 2011.

Sharon Robison

Whereas, Sharon Robison, Payroll Technician, is retiring from the Coast Community College District effective the first day of July 2011; and

Whereas, Sharon Robison will be retiring after twenty one years working at the District; and

Whereas, Sharon Robison worked as an hourly employee in various departments in the Fiscal Affairs area before accepting a permanent position in Payroll, and has been a part of the Payroll family for the past fourteen years; and

Whereas, Sharon Robison has proven to be a dedicated and loyal employee. She has been a real asset to the operation of Payroll and will be greatly missed and;

Whereas, Sharon Robison is wished the best in the next chapter of her life to enjoy family, friends and traveling.

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

Be it Further Resolved, that the Board of Trustees hereby accepts the retirement of Sharon Robison on this day, the eighteenth of May in the year 2011.

Jan Znider

Whereas, Janet (Jan) Znider, Child Care Center Assistant, is retiring from Orange Coast College effective the sixteenth day of June 2011; and

Whereas, Jan Znider began her journey at the Early Childhood Lab School as a student in the Early Childhood Certificate Program at Orange Coast College, and completed the Infant Care and Family Day Care certificates; and

Whereas, In 1993 Jan Znider was hired as a Teacher's Aide and, over the years, was promoted to Childcare Center Assistant; and

Whereas, during this time, Jan Znider has worked with hundreds of children between the ages of 6 months and 3 years, and has mentored many Early Childhood students and;

Whereas, Jan Znider's retirement plans include spending more time with her grandchildren, which means traveling to Holland, and just taking time to rest, relax and connect with friends and family.

Now Therefore be it Resolved, the Board of Trustees expresses its sincere appreciation to Jan Znider for her years of service to Orange Coast 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 Jan Znider on this day, the eighteenth of May in the year 2011.

GENERAL INFORMATION AND REPORTS
(White Pages)

2. Informative Reports

Subject	2.01 - 2.09 Informative Reports
Meeting	May 18, 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
Land Development Committee
Legislative Affairs
Personnel Committee
Orange County Legislative Task Force

2.08 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 ~~strike through~~. The District Student Council and Student Trustee recommend modifying the Grade Point Average required 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 June 15, 2011 for adoption. A copy of the policy is attached to each Trustee's agenda. (See Attachment # 1)

2.09 Chancellor Search Committee Report

3. Matters for Review, Discussion and/or Action

Subject	3.01 - 3.06Matters for Review, Discussion and/or Action
Meeting	May 18, 2011 - Regular Meeting
Category	3. Matters for Review, Discussion and/or Action
Access	Public
Type	Matters for Review, Discussion and/or Action

3.01 Board Meeting Dates

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

3.02 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
January 29-30, 2012 Sacramento, CA CCLC Annual Legislative Conference

3.03 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.

3.04 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 Bond

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 site preparation scope (Phase I) is completed and the project is currently transitioning into Phase II. The construction documents recently attained DSA approval and the District will issue Notices to Proceed, to all contractors, pending approval of the project financing plan on 5/18.

3.05 Review of District Budget Update

Vice Chancellor of Finance and Administrative Services Andy Dunn will provide a budget update.

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

File Attachments

[5-18-11 Meeting.pdf \(15 KB\)](#)

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

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.

CONSENT CALENDAR

(Yellow Pages)

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

4. Travel

Subject	4.01 DIS - Authorization for Administratively Approved Travel Requests
Meeting	May 18, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

ADMINISTRATIVE APPROVALS

April 8 - May11, 2011

NABIL ABU-GHAZALEH, Vice Chancellor (DIST), to attend the American Association of Community Colleges Annual Conference, April 8 - 12, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$2100, including a registration fee of \$850, travel by Air Coach, to be paid from Management Conference. The reason for this revision is additional costs of \$309.71 for airfare and ground transportation.

Revised Admin. Approval:

LORETTA P ADRIAN, President (CCC), to attend the American Association of Community Colleges' 90th Annual Convention, April 7-12, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3192, including a registration fee of \$985, travel by Air Coach, to be paid from CDMA Professional and Staff Development Funds, ASG Advisory. The reason for this revision is to change travel dates to 4/7/11 thru 4/12/11; change registration to \$985; increase CDMA funds to \$600; increase ASG funds to \$2592 for a total reimbursement of \$3192.

Revised Admin. Approval:4/12/2011

LORETTA P ADRIAN, President (CCC), to attend the Innovative Mission-Driven Institutions' Role in Re-Shaping Higher Education, April 27-29, 2011, Tempe, AZ, without loss of salary, with reimbursement for allowable expenses of \$230, to be paid from President's Discretionary Budget.

Administrative Approval:4/21/2011

ANH N AUDUONG, Fin Aid Accounting Analyst (CCCD), to attend the Women Hold Up Half The Sky Conference 2011, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from Admin Cost 5% District.

Administrative Approval:4/22/2011

MARY AVALOS, Admin Asst to the Vice Pres (GWC), to attend the GEAR UP 2011 Partnership and State Grant Competition Pre-Application Technical Assistance Workshop, May 6, 2011, Los Angeles, CA, without loss of salary, with reimbursement for allowable expenses of \$41, to be paid from VP Student Services General Funds.

Administrative Approval:4/13/2011

FRANK A BAKER, Instructor (GWC), to attend the John Wiley & Sons Workshop, April 14-15, 2011, Balboa Bay, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from no cost to District.

Administrative Approval:4/19/2011

CANDACE D BRENNER, Inst Assoc-Ms/ M/Sci (GWC), to attend the American Association for Women in Community Colleges - Women Hold Up Half the Sky Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from District Staff Development Funds.

Administrative Approval:4/19/2011

WES BRYAN, President (GWC), to attend the Southern CEO Spring Conference, April 21, 2011, Temecula, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$115, to be paid from President's Discretionary Budget.

Administrative Approval:4/13/2011

HOAI-HUONG D BUSH, Counselor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds. The reason for this revision is to correct the attendance date.

Revised Admin. Approval:4/13/2011

ROZANNE M CAPOCCIA-WHITE, Cont Mil Ed Prog Ops Asst Mgr (CCC), to attend the California Association of Community College Registrars and Admission Officers Annual Conference 2011, April 24-27, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$195, to be paid from Contract Education (Auxiliary) funds.

Administrative Approval:3/29/2011

WARREN S CARTER, Instructor (GWC), to attend the Motion 101 Training, April 20-22, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1256, including a registration fee of \$1099, to be paid from VTEA/Perkins funds. The reason for this revision is to increase the total reimbursement to include mileage and food.

Revised Admin. Approval:

HEATHER M CODDING, Hrly/Temp Service (OCC), to attend the California College Public Relations Organization, April 15, 2011, Universal City, CA, without loss of salary, with reimbursement for allowable expenses of \$220, including a registration fee of \$100, to be paid from Communications & Marketing Funds, Communications & Marketing Funds.

Administrative Approval:4/12/2011

BRIAN E CONLEY, Instructor (GWC), to attend the California Student Aid Commission Meeting, April 13-14, 2011, Sacramento, CA, without loss of salary, with no reimbursement authorized from District funds, to be paid from no cost to District.

Administrative Approval:4/7/2011

LORETTA H DAVIS, Hourly Instructor (CCC), to attend the California Teachers of English to Speakers of Other Languages Conference, April 7-10, 2010, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$245, including a registration fee of \$180, to be paid from PDI Conference & Workshops. The reason for this revision is to correct budget number.

Revised Admin. Approval:4/25/2011

JENNIFER M DE LA ROSA, Mil/Cont Educ Prg Coord (CCC), to attend the Battleshark Challenge Meta Future Soldier Function, April 23, 2011, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$15, to be paid from Contract Education (Auxiliary) funds.

Administrative Approval:4/20/2011

JOAN L DENIKEN, Lab Inst Ast-Chem (GWC), to attend the American Association for Women in Community Colleges - Women Hold Up Half the Sky Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from District Staff Development Funds.

Administrative Approval:4/19/2011

KAREN R DICKERSON, Counselor (GWC), to attend the Myers-Briggs Type Indicator Workshop - Type Dynamics and Relationships: Supervisory, Collegial, Personal, April 9-12, 2011, South Lake Tahoe, CA, without loss of salary, with reimbursement for allowable expenses of \$1030, including a registration fee of \$345, travel by Air Coach, rental car and insurance, to be paid from IPD AFT conference funds. The reason for this revision is to change the dates of travel.

Revised Admin. Approval:4/20/2011

STEPHANIE L DUMONT, Counselor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds.

The reason for this revision is to correct the attendance date.

Revised Admin. Approval:4/13/2011

W. A DUNN III, Vice Chancellor (CCCD), to attend the Orange County School Boards Association Special Meeting with Ron Bennett, May 25, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$10, including a registration fee of \$10, to be paid from Administrative Services Management Conference Funds.

Administrative Approval:4/15/2011

LORIE P EBER, Hourly Instructor (CCC), to attend the California Council on Gerontology and Geriatrics Annual Board Meeting, April 7-8, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$495, including a registration fee of \$150, travel by Air Coach, rental car and insurance, to be paid from PDI Conference and Workshop Funds.

Administrative Approval:4/20/2011

ANTHONY R GARCIA, Hourly Instructor (GWC), to attend the California Teachers Automotive Conference, Monterey, CA, April 29-May 1, 2011, without loss of salary, with reimbursement for allowable expenses of \$700 including a registration fee of \$35 and travel by Amtrak not to exceed equivalent airfare to be paid from CCA Conference funds..

Administrative Approval:4/14/2011

ALBERT M GASPARIAN, Dean (GWC), to attend the Athletics Division Joint Southern California Meeting, May 2 - 3, 2011, Palm Springs, CA, without loss of salary, with reimbursement for allowable expenses of \$400, to be paid from Trust Fund. The reason for this revision is to correct the attendance dates.

Revised Admin. Approval:4/13/2011

CONSTANCE GEORGE, Athletic Trainer (GWC), to attend the Farwest Athletic Trainers Association Clinical Symposium, April 14 - 17, 2011, Las Vegas, NV, without loss of salary, with reimbursement for allowable expenses of \$450, to be paid from Classified Professional Development Funds. The reason for this revision is to add travel by car in lieu of airfare.

Revised Admin. Approval:4/7/2011

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the Council on Military Education in Texas and the South 2011 Conference, April 10-16, 2011, Oklahoma City, OK, without loss of salary, with reimbursement for allowable expenses of \$1200, including travel by Air Coach, rental car and insurance, to be paid from Contract Education Auxiliary) funds. The reason for this revision is to change conference and travel dates.

Revised Admin. Approval:3/29/2011

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the Florida Advisory Council on Military Education Conference, May 15-19, 2011, Key West, FL, without loss of salary, with reimbursement for allowable expenses of \$1400, including a registration fee of \$250, travel by Air Coach, rental car and insurance, to be paid from Contract Education (Auxiliary) funds.

Administrative Approval:3/29/2011

KATE L HAWKINS, Lab Inst Ast-Math Sc (GWC), to attend the American Association for Women in Community Colleges - Women Hold Up Half the Sky Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from District Staff Development Funds.

Administrative Approval:4/19/2011

ERIC Z HOBBS, Mm/Dev Specialist Sr (OCC), to attend the SunGard Summit 2011, March 19- 23, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$3000, including a registration fee of \$925, travel by Air Coach, rental car and insurance, to be paid from Voyager Conference Funds. The reason for this revision is to change the attendee from Rozanne Capoccia-White to Eric Hobbs.

Revised Admin. Approval:3/10/2011

CHRISTINA C IRVIN, Exec Asst To Pres (GWC), to attend the CCLC Annual Trustees Conference - Board & CEO Executive Assistants Workshop, April 28-29, 2011, Monterey, CA, without loss of salary, with reimbursement for allowable expenses of \$800, including a registration fee of \$195, travel by Air Coach, rental car and insurance, to be paid from Confidential Professional Development Funds. The reason for this revision is to add rental car.

Revised Admin. Approval:4/7/2011

ELI R JARAMILLO, Hourly Instructor (GWC), to attend the Tesla Motors Tour, Palo Alto, CA, March 20-23, 2011, without loss of salary, with reimbursement for allowable expenses of \$750 including travel by personal car not to exceed equivalent airfare to be paid from WIP Grant funds.. The reason for this revision is to change the attendance dates and request mileage in lieu of airfare.

Revised Admin. Approval:4/21/2011

ELI R JARAMILLO, Hourly Instructor (GWC), to attend the California Automotive Teachers Conference, Monterey, CA, April 29-May 1, 2011, without loss of salary, with reimbursement for allowable expenses of \$700 including a registration fee of \$35 and travel by personal car not to exceed equivalent airfare to be paid from CCA conference funds..

Administrative Approval:4/13/2011

MARIAM KHOSRAVANI, Exec Dir Cc Foundatn (CCC), to attend the Advancement Resources "The Art and Science of Donor Development" Conference, June 21-23, 2011, Seattle, WA, without loss of salary, with reimbursement for allowable expenses of \$2700, including a registration fee of \$1150, travel by Air Coach, to be paid from Foundation Funds.

Administrative Approval:5/3/2011

MARIAM KHOSRAVANI, Exec Dir Cc Foundatn (CCC), to attend the Council for Advancement and Support of Education Inspiring the Largest Gifts of a Lifetime, June 5-8, 2011, Tampa, FL, without loss of salary, with reimbursement for allowable expenses of \$2800, including a registration fee of \$1120, travel by Air Coach, rental car and insurance, to be paid from Foundation Account.

Administrative Approval:4/6/2011

LISA S LEE, Instructor (CCC), to attend the The 26th Annual California Mathematics Council of Community College South, March 4-5, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$110, including a registration fee of \$90, to be paid from PDI Conference and Workshop Funds. The reason for this revision is to correct budget number.

Revised Admin. Approval:3/29/2011

LISA S LEE, Instructor (CCC), to attend the American Association for Women in Community Colleges "Women Hold Up Half the Sky" Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$70, including a registration fee of \$45, to be paid from PDI Conference and Workshop Funds.

Administrative Approval:5/3/2011

SHIN LIU, Hourly Instructor (GWC), to attend the Online Teaching Conference 2011, June 22-24, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including a registration fee of \$125, to be paid from IPD Conference P/T 50-60%.

Administrative Approval:4/13/2011

ANTHONY MACIEL, Dir Tech Supprt Svc (GWC), to attend the Chief Information Systems Officers Association 2011 Annual Conference, April 3-6, 2011, Santa Clara, CA, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$375, travel by Air Coach, rental car and insurance, to be paid from Technology funds. The reason for this revision is to add rental car.

Revised Admin. Approval:4/13/2011

FRANCISCO R MAGALLANES, Hourly Instructor (GWC), to attend the California Automotive Teachers Conference, Monterey, CA, April 29-May 1, 2011, without loss of salary, with reimbursement for allowable expenses of \$400 including a registration fee of \$35 and travel by Amtrak not to exceed equivalent airfare to be paid from VTEA/Perkins funds..

Administrative Approval:4/14/2011

MICHAEL A MANDELKERN, Dean (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

EARNEST G MARCHBANK, Counselor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds. The reason for this revision is to correct the attendance date.

Revised Admin. Approval:4/13/2011

VESNA MARCINA, Instructor (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

GEORGIE H MONAHAN, Instructor (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

CARISA L MONTTOOTH, Staff Aide (OCC), to attend the Umoja Summer Learning Institute, June 27 - 29, 2011, Pomona, CA, without loss of salary, with reimbursement for allowable expenses of \$490, including a registration fee of \$450, to be paid from President's Discretionary Budget.

Administrative Approval:4/12/2011

MICHELLE Y NEAL, Telecommunicatns Ast (CCCD), to attend the AAWCC Conference 2011, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from CFCE Conference Funds.

Administrative Approval:4/29/2011

JEANNE M NEIL, Instructor (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

LIEN K NGUYEN, Hourly Counselor (CCC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$125, including a registration fee of \$90, to be paid from CCA Conference Funds.

Administrative Approval:4/18/2011

TRI D NGUYEN, Counselor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds. The reason for this revision is to correct the attendance date.

Revised Admin. Approval:4/13/2011

MELINDA A NISH, Vice President (OCC), to attend the Board of Governors Meeting, May 8 - 10, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Management Conferences funds.

Administrative Approval:5/2/2011

JANICE L OLUFSON, Buyer 2 (CCCD), to attend the Intermediate FUSION, May 6, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$350, including a registration fee of \$250, to be paid from Facilities Management Conferences.

Administrative Approval:4/26/2011

VINTA M OVIATT, Librarian (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

KATHERINE M OZBIRN, Hourly Instructor (CCC), to attend the California Teachers of English (CATESOL) Conference, April 8-10, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$405, including a registration fee of \$305, to be paid from PDI Conference and Workshop Funds.

Administrative Approval:4/6/2011

KENNETH G PARKER, Instructor (OCC), to attend the Western Regional Honors Council Conference, March 30 - April 3, 2011, Park City, UT, without loss of salary, with reimbursement for allowable expenses of \$2000, including a registration fee of \$175, travel by Air Coach, rental car and insurance, to be paid from ASOCC Honors Funds.

Administrative Approval:4/12/2011

DIEP N PHAM, Instructor (GWC), to attend the Asilomar Spring Conference, May 4-6, 2011, Pacific Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$100, travel by Air Coach, to be paid from AFT IPD Conference Funds.

Administrative Approval:4/13/2011

OMID A POURZANJANI, Dean (GWC), to attend the Tesla Motors Tour, March 21-25, 2011, Palo Alto, CA, without loss of salary, with reimbursement for allowable expenses of \$500, including travel by Air Coach, to be paid from WIP Grant. The reason for this revision is to change the dates of attendance.

Revised Admin. Approval:4/6/2011

PAULA J RAPP, Hourly Instructor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds. The reason for this revision is to correct the attendance date.

Revised Admin. Approval:4/13/2011

AMY E RIDDICK, Hrly/Temp Service (OCC), to attend the Understanding the Eligibility and Need Regulations, May 9, 2011, Santa Ana, CA, without loss of salary, with reimbursement for allowable expenses of \$139, including a registration fee of \$139, to be paid from Children's Center Foundation Funds.

Administrative Approval:5/2/2011

MALINNI N ROEUN, Instructor (CCC), to attend the Ipad in Education Workshop, April 9, 2011, San Gabriel, CA, without loss of salary, with reimbursement for allowable expenses of \$714, including a registration fee of \$675, to be paid from PDI Conference and Workshop Funds. The reason for this revision is to correct budget number.

Revised Admin. Approval:3/29/2011

STEPHANI A ROGERS, Mil/Cont Ed Tech III (CCC), to attend the Battleshark Challenge Meta Future Soldier Function, April 23, 2011, Huntington Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$15, to be paid from Contract Education (Auxiliary) funds.

Administrative Approval:4/20/2011

MICHELLE Y SAMBRANO, Counselor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds. The reason for this revision is to correct the attendance date.

Revised Admin. Approval:4/13/2011

JINGFANG SATOW, Hourly Instructor (CCC), to attend the 2011 National Chinese Language Conference, April 14-16, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$250, travel by Air Coach, to be paid from PDI Conference and Workshop Funds.

Administrative Approval:4/13/2012

DEBRA A SECORD, Instructor (CCC), to attend the California Council of Gerontology and Geriatrics Annual Meeting and Board Meeting, April 6-8, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$175, travel by Air Coach, rental car and insurance, to be paid from PDI Conference & Workshops. The reason for this revision is to add rental car to reimbursement.

Revised Admin. Approval:4/13/2011

DENISE L SEKINS, Instructor (GWC), to attend the Asilomar Spring Conference, May 4-6, 2011, Pacific Grove, CA, without loss of salary, with reimbursement for allowable expenses of \$1200, including a registration fee of \$100, travel by Air Coach, to be paid from AFT IPD Conference Funds.

Administrative Approval:4/13/2011

EVA W SHAFFER-BROWN, Student Activtes Ast (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

THOMAS J SNYDER, Professional Expert (CCC), to attend the 2011 Institutional Services Project Director's Conference, April 18-22, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2035, including a registration fee of \$550, travel by Air Coach, to be paid from Title III Grant.

Administrative Approval:4/7/2011

THOMAS J SNYDER, Professional Expert (CCC), to attend the 2011 Institutional Services Project Director's Conference, April 18-22, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2585, including a registration fee of \$550, travel by Air Coach, to be paid from Title III Grant. The reason for this revision is to increase reimbursement amount to include registration.

Revised Admin. Approval:4/29/2011

SHERI L STERNER, Adm Dir, Res, Plan, & Inst Eff (OCC), to attend the Accrediting Commission for Community & Junior Colleges Self-Evaluation Training Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$18, to be paid from Accreditation Ancillary Funds.

Administrative Approval:4/12/2011

CHERYL C STEWART, Librarian (CCC), to attend the Council of Chief Librarians Meeting and Dean's and Director's Meeting, March 17-18, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$300, including travel by Air Coach, to be paid from Professional Development Funds. The reason for this revision is to correct budget number.

Revised Admin. Approval:3/29/2011

CHERYL C STEWART, Librarian (CCC), to attend the Accreditation Self-Study Workshop, April 22, 2011, Moreno Valley, CA, without loss of salary, with reimbursement for allowable expenses of \$75, to be paid from Accreditation.

Administrative Approval:4/6/2011

YVONNE VALENZUELA, Counselor (GWC), to attend the Ensuring Transfer Success, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$115, including a registration fee of \$90, to be paid from IPD AFT funds.

The reason for this revision is to correct the attendance dates.

Revised Admin. Approval:4/13/2011

HOLLY R VAN DORN, Inst Assoc-Math Sci (GWC), to attend the American Association for Women in Community Colleges - Women Hold Up Half the Sky Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from District Staff Development Funds.

Administrative Approval:4/19/2011

MARY A WALLACE, Div/Area Office Coord (GWC), to attend the American Association for Women in Community Colleges - Women Hold Up Half the Sky Conference, May 6, 2011, Cerritos, CA, without loss of salary, with reimbursement for allowable expenses of \$45, including a registration fee of \$45, to be paid from District Staff Development Funds.

Administrative Approval:4/19/2011

NANCY K WIKES, Hourly Instructor (OCC), to attend the California Dietetic Association Annual Meeting & Exhibition, April 30, 2011, Pasadena, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$150, to be paid from CCA/CTA Union Funds.

Administrative Approval:4/12/2011

LOIS Y WILKERSON, Interim Vice Pres, Stud Svcs (CCC), to attend the 2011 Institutional Services Project Director's Conference, April 18-22, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2100, including a registration fee of \$550, travel by Air Coach, to be paid from Title III Grant.

Administrative Approval:4/7/2011

LOIS Y WILKERSON, Interim Vice Pres, Stud Svcs (CCC), to attend the 2011 Institutional Services Project Director's Conference, April 18-22, 2011, Washington, DC, without loss of salary, with reimbursement for allowable expenses of \$2650, including a registration fee of \$550, travel by Air Coach, to be paid from Title III Grant. The reason for this revision is to increase reimbursement amount to include registration.

Revised Admin. Approval:4/29/2011

SUSAN F WINTERBOURNE, Counselor (CCC), to attend the The Arts of Mindfulness and Counseling, March 30-April 2, 2011, La Jolla, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$399, to be paid from PDI Conference and Workshop Funds. The reason for this revision is to correct budget number.

Revised Admin. Approval:3/29/2011

LAUREN J YEE, Hourly Counselor (CCC), to attend the Ensuring Transfer Success 2011, May 2, 2011, Anaheim, CA, without loss of salary, with reimbursement for allowable expenses of \$150, including a registration fee of \$90, to be paid from CCA Conference Funds.

Administrative Approval:4/7/2011

Subject	4.02 DIS - Authorization for Attendance at Meetings and/or Conferences
Meeting	May 18, 2011 - Regular Meeting
Category	4. Travel
Access	Public
Type	Consent

(1) Meetings for the Board of Trustees

None

(2) Meetings for Faculty and Staff

NABIL ABU-GHAZALEH, Vice Chancellor (DIST), to attend the American Association of Community Colleges Annual Conference, April 8 - 12, 2011, New Orleans, LA, without loss of salary, with reimbursement for allowable expenses of \$2100, including a registration fee of \$850, travel by Air Coach, to be paid from Management Conference. The reason for this revision is additional costs of \$309.71 for airfare and ground transportation.

LORETTA P ADRIAN, President (CCC), to attend the Navy Recognition (Graduation) Ceremony, June 8-10, 2011, Norfolk, VA, without loss of salary, with reimbursement for allowable expenses of \$1300, including travel by Air Coach, to be paid from Military Contract Education ancillary funds.

JAIMA L BENNETT, Instructor (GWC), to attend the Academic Senate of California Community Colleges: Curriculum Institute 2011, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$725, to be paid from VP IPD Conference funds.

WES BRYAN, President (GWC), to attend the Academic Senate of California Community Colleges: Curriculum Institute 2011, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$725, to be paid from Vice President's Conference Funds.

WARREN S CARTER, Instructor (GWC), to attend the Apple Final Cut Pro 7 - FCP 300 Class, March 28-31, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1321, including a registration fee of \$1099, to be paid from VTEA/Perkins funds. The reason for this revision is to increase the total reimbursement to include mileage and food.

WARREN S CARTER, Instructor (GWC), to attend the Motion 101 Training, April 20-22, 2011, Irvine, CA, without loss of salary, with reimbursement for allowable expenses of \$1256, including a registration fee of \$1099, to be paid from VTEA/Perkins funds. The reason for this revision is to increase the total reimbursement to include mileage and food.

SARAH X CHANG, Hourly Instructor (CCC), to attend the On-Site Instruction at Xiang Jiang High School in Support of Contract Education's CCC EBUS Program, May 27 - July 4, 2011, Guangzhou, China without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds Includes 10 personal days. All expenses are paid by US College Compass (sponsor agency).

MARK E GROOMS, Hourly Instructor (OCC), to attend the Online Teaching Conference 2011, June 22 -

24, 2011, , CA, without loss of salary, with reimbursement for allowable expenses of \$286, including a registration fee of \$175, to be paid from CCA/CTA Professional Development Funds.

JOYCELYN M GROOT, Dean Mil/Corp & Comm Pro (CCC), to attend the 2011 Community College of the Air Force Graduation Ceremony, June 1-2, 2011, Abilene, TX, without loss of salary, with reimbursement for allowable expenses of \$1100, including travel by Air Coach, to be paid from Contract Education (Auxiliary) funds.

RAINE L HAMBLY, Educ & Grant Serv Coordinator (CCCD), to attend the 2011 Curriculum Institute, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1100, including a registration fee of \$725, to be paid from Educational Services To learn about statewide changes in curriculum procedures and policies. To get updates and network with the State Chancellor's office staff.

KAREN A KUEHNER, Staff Aide (GWC), to attend the Academic Senate of California Community Colleges: Curriculum Institute 2011, July 14-16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$725, to be paid from Vice President's Conference Funds.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the California Community College Student Affairs Association Professional Conference 2011, June 22 - 24, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$125, travel by Air Coach, to be paid from ASOCC funds.

CARLA R MARTINEZ, Student Serv Coord (OCC), to attend the California Higher Education Sustainability Conference, July 10 - 13, 2011, Long Beach, CA, without loss of salary, with reimbursement for allowable expenses of \$850, including a registration fee of \$585, to be paid from ASOCC funds.

RONALD G MEALEY, Sailing Cntr Prf Exp (OCC), to attend the Automatic Radar Plotting Aid Training, June 13 - 16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$950, including a registration fee of \$950, to be paid from Perkins Marines Program funds.

AILENE B NGUYEN, Counselor (CCC), to attend the Online Teaching Conference 2011, June 22, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$675, including a registration fee of \$675, to be paid from Professional Development Funds.

DIEM T NGUYEN, Hourly Instructor (CCC), to attend the 2011 Joint Statistical Meeting, July 29 - August 4, 2011, Miami Beach, FL, without loss of salary, with reimbursement for allowable expenses of \$750, including a registration fee of \$475, travel by Air Coach, to be paid from Professional Development Funds.

MELINDA A NISH, Vice President (OCC), to attend the California Community College Chief Instructional Officers & Consultation Council, July 20 - 21, 2011, Sacramento, CA, without loss of salary, with reimbursement for allowable expenses of \$750, including travel by Air Coach, to be paid from VPI Management Conferences funds.

MELINDA A NISH, Vice President (OCC), to attend the Curriculum Institute 2011, July 14 - 16, 2011, San Diego, CA, without loss of salary, with reimbursement for allowable expenses of \$1000, including a registration fee of \$725, to be paid from Accreditation Ancillary Funds.

TRACEE C PHOMPRASACK, Mil/Cont Ed Tech Int (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 \$2050, including a registration fee of \$25, travel by Air Coach, to be paid from Contract Education (Auxiliary) funds. Lodging on 6-16-11 is due to late afternoon meeting.

SUSAN D SANDERS, Hourly Instructor (CCC), to attend the On-Site Instruction at Xiang Jiang High School in Support of Contract Education's CCC EBUS Program, May 31 - July 2, 2011, Guangzhou, China without loss of salary, with no reimbursement authorized from District funds, to be paid from sponsoring agency and/or personal funds Includes 6 personal days. All expenses are paid by US College Compass (sponsor agency).

HIBA K TAYLOR, Hourly Instructor (OCC), to attend the Advanced Placement Annual Conference - College Bound, July 21 - 24, 2011, San Francisco, CA, without loss of salary, with reimbursement for allowable expenses of \$700, to be paid from CCA/CTA Professional Development Funds.

MICHAEL R WARNER, Instructor (CCC), to attend the 2011 Cisco Academy Conference, June 26 - 29, 2011, San Jose, CA, without loss of salary, with reimbursement for allowable expenses of \$1310, including a registration fee of \$145, to be paid from. VTEA Reimbursement of mileage on personal auto in lieu of airfare not to exceed coach air fare equivalency.

MICHELLE R WILD, Instr/Coord (CCC), to attend the 2011 National Brain Injury Employment Conference, May 23-24, 2011, Denver, CO, without loss of salary, with no reimbursement authorized from District funds, to be paid from personal funds.

MAY N XU, Hourly Instructor (CCC), to attend the Online Teaching Workshop, June 22, 2011, Costa Mesa, CA, without loss of salary, with reimbursement for allowable expenses of \$700, including a registration fee of \$700, to be paid from CCA Conference Funds.

5. Curriculum Approval

Subject	5.01 DIS - Curriculum Approval
Meeting	May 18, 2011 - Regular Meeting
Category	5. Curriculum Approval
Access	Public
Type	Consent

Approval of New Courses

Approval of Course Revisions/Retirements/Suspensions/Reinstatements

Approval of New Programs/Options

Approval of Programs/Options/Revisions/Retirements/Reinstatements

Approval of General Education/Graduation Requirements

File Attachments

[Curriculum.pdf \(52 KB\)](#)

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:

Coastline College

Effective Fall 2011

Business Computing C116 – Introduction to Mobile Applications; 3.0 Units

54 lecture and 18 non-lecture semester hours; prerequisite: none; fee: none; grading method: student option. This course examines the development and future of mobile applications, including Smart Phones, I-phones, I-pads, and other Mobile Tablet devices. Content will include how mobile applications are researched, designed, created, and marketed. Project outcomes, software selection, interface design, graphics, programming, marketing and promotion will be introduced. Students will create a simple mobile application of their own design.

Business C102 – Advanced Project Management; 3 Units

54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. The Advanced Project Management (PMP) class is designed to give students a solid foundation in the concepts, tools, and techniques of formal project management. Concepts and methods learned are immediately usable in the workplace, leading to a greater retention of newly acquired skills, measurable project improvements, and the achievement of desired project results. The focus of the class is key concepts in each of the process and knowledge areas of project management. This course also helps the student to prepare for the Project Management Professional (PMP) certification exam.

Emergency Management C283 – Work Based Learning; 3 Units

270 hours non-lecture; prerequisite: be employed or volunteer in the field of Emergency Management/Homeland Security 5 hours per 1 unit; corequisite: be enrolled in a total of 7 units including Work-Based Learning; fee: none; grading method: student option. To enhance each Work Based Learning experience participant's opportunity for success in the field of Emergency Management/Homeland Security by bridging the gap between educational theory and on-the-job practices through individualized performance objectives related to the student's career or occupational goal in Emergency Management/Homeland Security.

Management and Supervision C171 – Principles of Supply Chain Management; 3.0 Units

54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. The Principles of Supply Chain Management encompasses purchasing, operations, logistics activities, and explains how these aspects of supply chain activity are accomplished effectively and efficiently. The course follows a natural flow through the supply chain, demonstrating the practical applications of supply chain management in the workplace.

Management and Supervision C172 – Supply Chain Operations; 3.0 Units

54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. Supply Chain Operations provides a strong foundation and solid understanding of key supply chain processes. Topic highlights include supply chain strategy development; process evaluation and design; and planning, control, and scheduling with a focus on value-added approaches to link suppliers, the organizations and customers. Strategic and operational issues are covered with an emphasis on tools and techniques.

Management and Supervision C174 – Purchasing and Procurement; 3.0 Units

54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. Purchasing and Procurement provides contextual insight and knowledge into the strategies, processes, and practices of purchasing. Topics include supplier integration, evaluation, cost analysis, negotiations, contracts, managing inventory and information, e-systems, and sourcing and supply measurement and evaluation.

Management and Supervision C176 – Supply Chain Logistics Management; 3.0 Units

54 lecture semester hours; prerequisite: none; fee: none; grading method: student option. Supply Chain Logistics Management provides a strategic focus that blends logistics theory with practical applications showing how all the pieces fit together. Topics include logistics management, operations, design, administration, and changes in the way business is being conducted. Emphasis is on relating current technology developments to supply chain managerial concepts and logistical practices.

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:

Coastline Community College

Effective Fall 2011

FROM	TO
<u>BUS C101 – Project Management (PMP)</u> Course Title: Project Management (PMP)	Introduction to Project Management
<u>BUS C120 – Personal Financial Planning</u> Course Title: Personal Financial Planning	Personal Finance
<u>COUN C104 – Career and Life Planning</u> Course Units: 1.0 Units Semester Hours: 18 Lecture	3.0 Units 54 Lecture
<u>CST C113 – Virtual Software Survey</u> Course Title: Virtual Software Survey Course Units: 2.0 Units Semester Hours: 36 Lecture, 18 Non-Lecture	Overview of VMware Technologies 3.0 Units 54 Lecture, 18 Non-Lecture
<u>CST C179 – Implement SharePoint</u> Course Title: Implement SharePoint Course Units: 1.5 Units Semester Hours: 27 Lecture, 9 Non-Lecture Course Repeatability: None	Microsoft Share Point 3.0 Units 54 Lecture, 18 Non-Lecture 3 Times
<u>DGA C111 – 3-D Simulation and Multimedia</u> Course Title: 3-D Simulation and Multimedia Course Repeatability: None Semester Hours: 45 Lecture, 18 Non-Lecture	3-D Simulation and Multimedia Using Maya & 3DS 3 Times 54 Lecture, 18 Non-Lecture
<u>DGA C131 – Photoshop Elements for Digital Photographers</u> Course Title: Photoshop Elements for Digital Photographers Course Units: 1.5 Units Semester Hours: 27 Lecture, 9 Non-Lecture	Digital Photography Using Photoshop 3.0 Units 54 Lecture, 18 Non-Lecture
<u>ESL C042 – Sentence Structure 2A</u> Course Units: 4.0 Units	2.0 Units

Semester Hours:	108-144 Lecture	36 Lecture
Course Repeatability:	4 Times	None
Prerequisite:	Acceptance into ESL	None

ESL C046 – Listening and Conversation 2A

Course Title:	Listening & Conversation 2A	Conversation and Listening 2A
Course Units:	4.0 Units	3.0 Units
Semester Hours:	108-144 Lecture	54 Lecture
Course Repeatability:	4 Times	None
Prerequisite:	Acceptance into ESL	None

ESL C141 – Grammar/Writing 4B

Semester Hours:	27 Lecture, 81 Non-Lecture	54 Lecture
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FREN C183 - Review of Elementary French

Course Repeatability:	3 Times	None
Prerequisite:	FREN C180 or 180AB	FREN C180 or equivalent

FREN C198 – Current Issues in French Culture and Communication

Course Title:	Current Issues in French Culture and Communication	Current Topics in French Culture and Communication
Course Repeatability:	3 Times	None
Prerequisite:	One semester, minimum of College-level French	FREN C180 or equivalent

Golden West College

Effective Fall 2011

FROM

TO

Computer Business Applications G170 – PowerPoint, Introduction

Weekly Contact Hours:	1 Lecture/1.5 Non-Lecture	1.5 Lecture/1.5 Non-Lecture
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Computer Business Applications G171 – PowerPoint, Intermediate

Weekly Contact Hours:	1 Lecture/1.5 Non-Lecture	1.5 Lecture/1.5 Non-Lecture
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Computer Business application G182 – OFFICE, Introduction

Weekly Contact Hours:	1 Lecture/1.5 Non-Lecture	1.5 Lecture/1.5 Non-Lecture
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Theater G106 – Acting Fundamentals

Title:	Acting Fundamentals	Acting 1
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Theater G107 – Acting 2

Repeatability:	None	1 Time
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Course Suspensions:

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

Coastline Community College

Effective Fall 2011

Spanish C184AD – The Hispanic World

Approval of New Programs/Options

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

Coastline Community College

Effective Fall 2011

Associate of Arts in Psychology for Transfer

Required, complete the following: 11 units

MATH C160 – Introduction to Statistics, 4.0 units	CSU GEN ED B4	C-ID STAT 120 (TCSU)
PSYC C100 – Introduction to Psychology, 3.0 units	D9	PSY 110
PSYC C280 – Introduction to Research Methods in Psychology, 4.0 units	D7	PSY 200 or 205

List A – Complete 3 units choose one of the following:

BIOL C100 – Introduction to Biology, 3.0 units	B2	
PSYC C250 – Psychobiology, 3.0 units	D9	PSY 150

List B – Complete 3 units choose one of the following:

Any List A course not used above.		
Any course that has articulation as lower division major preparation for the psychology major at a CSU.		
CCC Classes:		
PSYC C116 – Child Growth and Development, 3.0 units	D9	
PSYC C118 – Life Span Developmental Psychology, 3.0 units	D9	
SOC C100 – Introduction to Sociology, 3.0 units	D0	

List C – Complete 3 units choose one of the following:

Any List A or B course not used above.		
Any course that has articulation as lower division major preparation for the psychology major at a CSU.		
CCC Classes:		
PSYC C104 – Drama Therapy, 3.0 units		
PSYC C255 – Abnormal Psychology, 3.0 units	D9	
PSYC C130 – Health Psychology, 3.0 units	E	
PSYC C165 – Principles of Human Sexuality 1, 3.0 units	D9	
PSYC C170 – Psychology of Aging, 3.0 units	D9	
PSYC C260 – Social Psychology, 3.0 units	D9	
SOC C185 – Analysis of Social Problems, 3.0 units		

Unit Total: 20

Associate of Arts in Sociology for Transfer

Required, complete the following: 3 units

Sociology C100 – Introduction to Sociology, 3.0 units	CSU GEN ED D0	C-ID SOCI 110
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List A – Complete 6-7 units choose one of the following:

Sociology C185 – Analysis of Social Problems, 3.0 units		SOCI 115
MATH C160 – Introduction to Statistics, 4.0 units	B4	SOCI 125 or Math Stats
PSYC C280 – Introduction to Research Methods in Psychology, 3.0 units	D9	SOCI 120 or Behavioral or Social Science Methods

List B – Complete 6 units choose one of the following: (From a course not yet chosen from the above categories)

Any List A course not used above.		
SOC C110 – Introduction to Marriage and Family, 3.0 units	D0	SOCI 130
PSYC C260 – Social Psychology, 3.0 units	D9	PSYC 170

List C – Complete 3 units choose one of the following: (From a course not yet chosen from the above categories)

Any List A or B course not used above.		
Any course that has articulation as lower division major preparation for the sociology major at a CSU.		
CCC Classes:		
ANTH C100 – Cultural Anthropology, 3.0 units	D1	
GEOG C185 – Cultural Geography, 3.0 units	D5	
PSYC C100 – Introduction to Psychology, 3.0 units	D9	
SOC C120 – Introduction to Gerontology, 3.0 units	D0 or E	
SOC C130 – Globalization and Social Change, 3.0 units		
HSVC C100 – Introduction to Human Services, 3.0 units		

Total Units: 19-20

CompTIA
Certificate of Accomplishment

The courses offered to obtain this certificate will give students the basic skills needed to provide entry level computer support. Topics provide skills necessary to prepare for CompTIA certifications including Network+, A+, Linux+ and Security+. Each course provides intensive hands-on training.

REQUIRED COURSES		Units
CST C116	A+ Essentials Hardware	3.0
CST C117	A+ Essentials Software	3.0
CST C128	Network+ Introduction to Networking	3.0
CST C191	CompTIA Linux+	3.0
CST C230	Security Essentials	3.0
Total units		15.0

Project Management
Certificate of Accomplishment

The Project Management Certificate of Accomplishment addresses the increasing importance of team work in the business environment. The program is designed to provide an understanding of the concepts, tools, and techniques of formal project management. Concepts and methods learned are immediately usable in the workplace, leading to a greater retention of newly acquired skills, measurable project improvements, and the achievement of desired project results. The program focuses on key concepts in each of the process and

knowledge areas of project management to create a unique learning experience that prepares students to manage projects in a global, multicultural, and online environment.

REQUIRED COURSES		Units
BUS C100	Introduction to Business	3.0
BUS C101	Introduction to Project Management	3.0
BUSC102	Advanced Project Management	3.0
MS C104	Human Relations in Business	3.0
MS C144	Introduction to Leadership	3.0
Total units		15.0

Golden West College

Effective Fall 2011

Associate of Arts in Sociology

<u>Required Core: 10 – 11 units including List A</u>		CSU Gen Ed	C-ID
Sociology G100 – Introduction to Sociology, 3.0 units		D0	SOCI 110
<u>List A (select two) 7 – 8 units</u>			
Sociology G185 – Analysis of Social Problems, 3.0 units	D0		SOCI 115
Math G160 – Introduction to Statistics, 4.0 units	B4		SOCI 125 or Math Stats
Psychology G280 – Introduction to Research Methods in Psychology, 4.0 units			SOCI 120
<u>List B (select two): 6-7 units</u>			
Any List A course not used above or Sociology G110 – Introduction to Marriage and Family, 3.0 units	D0		SOCI 130
Sociology G133 – Racial and Ethnic Relations in American, 3.0 units	D3		SOCI 150
<u>List C (select one): 3 – 4 units</u>			
Any course not selected above, any CSU transferable sociology course, and/or other course that is a lower division preparation for the sociology major at a CSU or any CSU transferable introductory course in the social sciences.			
Anthropology G100 – Cultural Anthropology, 3.0 units	D1		
Geography G185 – Cultural Geography, 3.0 units	D5		
Psychology G100 – Introduction to Psychology, 3.0 units	D9		

Unit Total: 19-22

Associate of Science in Mathematics for Transfer

<u>Required, complete the following: 15 units</u>		
Math G180 – Calculus 1, 5.0 units	B4	MATH 210 or 211
Math G185 – Calculus 2, 5.0 units	B4	MATH 220 or 221
Math G280 – Calculus 3, 5.0 units	B4	MATH 230

Choose a minimum of 8 units from below, with at least 4 units from Group A:

Group A

Math G282 – Ordinary Differential Equations, 4.0 units	B4	MATH 240
Math G235 – Linear Algebra, 4.0 units	B4	MATH 250
Math G285 – Introduction to Linear Algebra and Differential Equations, 5.0 units	B4	

Group B

Math G160 – Introduction to Statistics, 4.0 units	B4	STAT 110 (TCSU)
Physics G285 – Calculus Based Physics: Mechanics, 4.0 units	B1, B3	PHYSICS 205
Computer Science G175 – C++ Programming, 4.0 units		

Unit Total: 23***Approval of Programs/Options/Revisions/Retirements/Reinstatement*****Program/Option Revisions:**

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

Coastline Community College

Effective Fall 2011

Cisco Certified Networking Administrator (CCNA) – Certificate of Accomplishment

Required Course: Add: CST C201 - Cisco Fundamentals/CCNA1

Program Units: Increase: From 9.0 units to 12.0 units

Computer Networking – Certificate of Achievement

Required Course: Add: CST C185 - MS Server 2008 Network Infrastructure

Required Course: Delete: CST C115 - Command Line/Scripting
CST C160 - Windows XP Professional

Program Units: Decrease: From 28.5 units to 27.0 units

Computer Networking – Associate in Science Degree

Required Course: Add: CST C188 - Configuring Microsoft Windows 7

Required Course: Delete: CST C115 - Command Line/Scripting
CST C160 - Windows XP Professional

Program Units: Decrease: From 19.5 units to 18.0 units

Retail Management – Certificate of AchievementRequired Course: Add: BUS C007 - Business Mathematics
Or
MATH C007 - Business Mathematics
MS C101 - Management and Employee Comm.
Or
ENGL C103 - Business English

Retail Management – Associate in Arts Degree

Required Course: Add: BUS C007 - Business Mathematics
Or
MATH C007 - Business Mathematics
MS C101 - Management and Employee Comm.
Or
ENGL C103 - Business English

Supply Chain Management – Certificate of Achievement

Required Course: Add: SM C101 - Principles of Supply Chain Management
Or
MS C171 - Principles of Supply Chain Management
SM C102 - Supply Chain Operations
Or
MS C172 - Principles of Supply Chain Management

Windows Server 2008 – Certificate of Accomplishment

Required Course: Add: CST C188 - Configuring Microsoft Windows 7

Program Units: Increase: From 9.0 units to 12.0 units

Program Retirements:

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

Coastline College

Effective Fall 2011

CompTIA Computer Hardware – Certificate of Specialization
CompTIA Computer Software – Certificate of Specialization
LINUX Administration – Certificate of Specialization
Networking Tools – Certificate of Specialization
SharePoint Server – Certificate of Specialization
Windows Vista – Certificate of Specialization

Approval of General Education/Graduation Requirements

General Education/Graduation Revisions:

The College Curriculum Committee, with concurrence of the College President and the Chancellor, recommends the following general education/graduation revisions be approved for inclusion in the curriculum.

Coastline College

Effective Fall 2011

ENGLISH MAJOR – A.A. DEGREE

Required Course: Add: ENGL C102 - Critical Reasoning, Reading, and Writing

Communication – Area of Emphasis (at least 18 units)

Required Course List: Add: Mass Communications C100 – Intro to Mass Communications

Mass Communications C140 – Public Relations
Mass Communications C150 – Intro to Radio, TV, Film
Speech C101 – Human Communication

6. Authorization for Student Trips

Subject	6.01 GWC - Student Trips
Meeting	May 18, 2011 - Regular Meeting
Category	6. 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.

Beach Party for International Students and International Students Club Members

Location: Huntington City Beach

Date(s): June 17, 2011

Department: International Student Program

Cost/purpose/funding source: \$200 for food, beverages, supplies & parking from International Student Program funds.

Student Veteran Social at UCLA

Location: Los Angeles, CA

Date(s): May 12, 2011

Department: Student Activities

Cost/purpose/funding source: \$150 for food from club funds.

7. Authorization for Special Projects

Subject	7.01 GWC - Special Projects
Meeting	May 18, 2011 - Regular Meeting
Category	7. Authorization for Special Projects
Access	Public
Type	Consent

New International Student Summer Orientation

Date(s): June 10, 2011

Department: International Student Program

Purpose: Required orientation for all new international students

Cost/purpose/funding source: \$200 for refreshments and supplies from International Student Program funds.

End of the Semester Studio Dance Concert

Date(s): May 25, 2011

Department: Dance Department

Purpose: End of the Semester Student Dance Concert

Cost/purpose/funding source: \$500 for performers, facilities, refreshments, supplies, and printing costs to be covered by \$5 admission fee, District Dance, Dance Trust, and ASB funds.

Veterans Student Organization End-of-the-Year BBQ and Activity Day

Date(s): May 14, 2010

Department: Student Activities

Purpose: Opportunity for club members to socialize

Cost/purpose/funding source: \$250 for picnic supplies, drinks, food, and decorations from club funds.

Writers' Bloc Fundraiser with Patrons of Print

Date(s): May 9-12, 2011

Department: Student Activities

Purpose: To earn funds to support the publication of "Voices" literary journal

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

Peace, Mind & Body Club "Hug Day" and Jewelry Fundraiser

Date(s): May 9-12, 2011

Department: Student Activities

Purpose: End of the year event to raise club funds for community service projects

Cost/purpose/funding source: \$100 for supplies to make jewelry from club 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: \$500 for facility rental, food, supplies and awards from club account.

(Revision is to include expenses. Previous Board action: 5/4/11).

Dance Concert – *Move Me*

Date(s): May 20 – 21, 2011

Department: Dance Department

Purpose: Dance Concert

Cost/purpose/funding source: \$3,000 for refreshments, facilities, printing, and supplies to be covered by admissions fees (\$12 general, \$10 ASB/GWC, seniors & children under 12) from Dance Trust and ASB funds.

(Revision is to increase the total cost from \$1,500. Previous Board action: 7/21/10.)

Chefs for Scholarships 2011

Date(s): September 17, 2011

Department: Foundation

Purpose: Annual GWC Patron's fundraising event

Cost/purpose/funding source: \$16,000 for food/refreshments, including beer and wine, supplies, and printing from Foundation funds.

(Revision is to include beer and wine. Previous Board action: 1/19/11.)

Subject **7.02 OCC - Special Projects**
Meeting May 18, 2011 - Regular Meeting
Category 7. Authorization for Special Projects
Access Public
Type Consent

Project/Activity: End of the Year Celebration and Retiree Recognition

Date: May 19, 2011

Department: Foundation and President's Office

Purpose: to recognize faculty and staff retiring in the 2010-2011 school year

Cost/Funding Source: total amount of \$2500.00 to include food, supplies to be paid from Foundation, and Swap Meet funds

Project/Activity: Special Event

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/Funding Source: Expenses not to exceed \$1,500.00 to be paid from EOPS/CARE funds

Project/Activity: Training in Basic Life Support (BLS) and Use of the Automatic External Defibrillator (AED) at OCC Student Health Center

Date: June 17, 2011

Department: OCC Student Health Center

Purpose: To host American Heart Association training in BLS and use of the AED. This training is required biannually for maintenance of licensure in various health disciplines, including nursing and medicine. Nursing staff from OCC and GWC as well as Nursing/Allied Health faculty and Athletic Trainers will attend.

Cost/Funding Source: Instructor to be paid \$300.00 from OCC Student Health Center Ancillary Funds.

Project/Activity: Newport Mesa High School District Art Exhibition and Awards

Date: May 23, 2011

Department: OCC- Visual and Performing Arts/Art

Purpose: Student and Community Outreach

Cost/Funding Source: No cost to the college.

Project/Activity: Guitar Ensemble Performance

Date: Thursday May 26, 2011

Department: Visual and Performing Arts/Music

Purpose: Student and Community Outreach

Cost/Funding Source: No cost to the college.

Project/Activity: Project Night

Date: May 28, 2011

Department: Visual and Performing Arts/Theatre

Location: Drama Lab Studio Theater

Purpose: Class Project to be attended by friends, family and invited guests

Cost/Funding Source: \$100 for associated expenses such as costumes and props, to be paid from ASOCC and ancillary funds.

8. Authorization for Disposal of Surplus

Subject **8.01 Authorization for Disposal of Surplus**

Meeting May 18, 2011 - Regular Meeting

Category 8. Authorization for Disposal of Surplus

Access Public

Type Consent

File Attachments

[051811Surplus.pdf \(14 KB\)](#)

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
DISTRICT				
Monitor	9066283	2100	MQ174 50N 00588	P
Monitor	9066279	2100	MQ174 50N 00599	P
Monitor	9066284	2100	MQ174 50N 00522	P
Monitor	9066263	2100	MQ1747 50N 00367	P
Monitor	9066257	2100	MQ171 50N 01788	P
Monitor	9059766	TFT 1780PS+	MWD69 B0N 06059	P
Monitor	9059768	TFT 1780PS+	MWD69 B0N 06075	P
Computer	9058594	Latitude D-800	69HSW31	P
Computer	9059348	Latitude D-800	138XF51	P
Computer	9049749	Optiplex-GX 270	J7KKP31	P
Computer	9050536	Optiplex-GX 270	FDSN031	P
Computer	9043994	Optiplex-GX 270	JF6P631	P
Computer	9049852	Optiplex-GX 270	GH09851	P
Computer	9049850	Optiplex-GX 270	2J09851	P
Computer	9059505	Optiplex-GX 280	13VRG61	P
Computer	9059524	Optiplex-GX 280	7YTRG61	P
Computer	9059481	Optiplex-GX 280	JZTRG61	P
Computer	9043577	DELL - P3	---	P
Computer	9043564	DELL - P3	---	P
Computer	9059830	E4610 D	39195211	P
ORANGE COAST COLLEGE				
Printer	9033435	Z850	MOK5621	I
Printer	9048362	VD8-005923	P1210	I
Printer	9024039	USCB091660	C3982A	I
Printer	9017553	USCB686568	C3941A	I
DVD Duplicator	9059718	2060301800	Disk Pub pro	I
Printer	9012847	USBB574920	C2003A	I
Desk	---	---	---	I
File cabinet	---	---	---	I
Misc Electronics (2 boxes)	---	---	---	I
Printer	9053321	LQ-570E	CCBY119674	I
Printer	9035832	LQ-570E	CCBY050947	I
Refrigerator	9056697	13-986-153	---	I
Cadaver Table	9040115	LM-12P	3/89-2763-35593-6	P
Ultrasound Machine	9071829	128xp	18812	P
Ultrasound Machine	9071831	128XP	14902	P
Ultrasound Simulator	2007854	UST100	14	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Hospital Bed	2005884	---	---	P
Table	9028624	660	A103651	P
TV/VCR	9028622	TVCR13F1	V49654496	I
Cadaver Gurney	9034843	---	---	P
Xray Table	9040987	---	---	I
Bed	9034746	---	---	I
Bed	9034740	---	---	I
Refrigerator	9079496	GTS18FBRERCC	76827666	P
Refrigerator	9079496	2539133381	S310253115	P
Refrigerator	9045815	TFC13MOAW1	WB51913406	P
Fume Hood	9040120	---	---	P
Manikin	9079491	---	---	I
Manikin	9046087	---	---	I
Ultrasound Machine	9079493	ASPEN	32957	P
Ultrasound Machine	9071830	128XP	13355	P
Xray Backlights	9045503	---	---	I
Respirator	9028859	---	---	P
Respirator	9028902	---	---	P
Respirator	9045951	---	---	P
Respirator	9045950	---	---	P
Manikin	9065259	---	---	P
Manikin	9065260	---	---	P
Microscope	2000544	CHB	---	P
Microscope	2000533	CHB	---	P
Microscope	2000636	CHB	---	P
Microscope	2000542	CHB	---	P
Microscope	2005756	CHB	---	P
Microscope	2000545	CHB	---	P
Microscope	2000543	CHB	---	P
Microscope	2000584	CHB	---	P
Microscope	2005084	CHB	---	P
Microscope	2000559	CHB	---	P
Microscope	2000632	CH2	---	P
Refrigerator	9034669	ET18NK	EN1526995	I
Refrigerator	2000608	SCS	---	P
Water Purifier	2005466	NANOpure II	---	P
AM/FM Stereo Receiver	9040325	AG-680	---	P
VHS	---	---	---	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Laser Disc Player	9034252	CLD-V2400	NG3939069	P
Laser Disc Player	9040324	LD-V2200	---	P
Digital Recording System	9033443	SRS-2000	---	P
Printer	9071639	7310	---	P
EMD Germicidal Cabinet	---	EMD	31200380	P
Incubator	2000568	200A	ZA-4333	P
Incubator	2000605	320	FSR-6	P
pH Meter	9034275	LS	2464039	P
Spectrophotometer	2003175	Spectronic 20	---	P
Spectrophotometer	2003177	Spectronic 20	---	P
Spectrophotometer	2003180	Spectronic 20	---	P
Spectrophotometer	2003182	Spectronic 20	---	P
Spectrophotometer	2002810	Spectronic 20	3311116034	P
Spectrophotometer	2005654	Spectronic 20	3311209067	P
Spectrophotometer	2002817	Spectronic 20	3311117047	P
Spectrophotometer	2002813	Spectronic 20	3111095020	P
Spectrophotometer	2002819	Spectronic 20	3311095001	P
Spectrophotometer	2000503	Spectronic 20	3311207002	P
Spectrophotometer	2002814	Spectronic 20	3311095016	P
Spectrophotometer	2005670	Spectronic 20	3044	P
Spectrophotometer	2002804	Spectronic 20	3311116028	P
Spectrophotometer	2002708	Spectronic 20	516151	P
Spectrophotometer	2002820	Spectronic 20	3311117022	P
Spectrophotometer	2002802	Spectronic 20	1010047	P
Spectrophotometer	2002815	Spectronic 20	3311116032	P
Spectrophotometer	2003176	Spectronic 20	3310243022	P
Spectrophotometer	2002707	Spectronic 20	1010011	P
Spectrophotometer	2005103	Spectronic 20	3311209084	P
Spectrophotometer	9057651	Spectronic 20	3311187108	P
Spectrophotometer	2002807	Spectronic 20	3311117020	P
Spectrophotometer	9035430	Spectronic 20+	3MUA063092	P
Spectrophotometer	9023074	Spectronic 20+	3MUA063045	P
Waterbath	2005658	VWR 1220	806389	P
Waterbath	2005657	VWR 1220	807089	P
Waterbath	2005656	VWR 1220	805289	P
Waterbath	2005667	VWR 1220	806589	P
Waterbath	2005668	VWR 1220	803889	P
Waterbath	2005666	VWR 1220	1003688	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Waterbath	2005659	VWR 1220	1001088	P
Waterbath	2005663	VWR 1220	1011688	P
Waterbath	2005661	VWR 1220	1013188	P
Waterbath	2005664	VWR 1220	101488	P
Waterbath	2005669	VWR 1220	804889	P
Waterbath	2005660	VWR 1220	1010988	P
Waterbath	2005665	VWR 1220	1004288	P
Stirrer	9034277	PC353	---	P
Hot Plates (15)	---	Various	---	P
GPR Centrifuge	9040323	GPR	---	P
Computer	9054432	---	QT2110AWMDL	P
VCR	---	AG 1330P	LOKN01935	P
Tuner	9078321	AG D9260	QJK2935	P
Rack	---	---	---	P
TV	9019338	CT2580VY	AN90610143	P
TV	9019493	CT2580VY	AO90610193	P
TV	9019494	CT2580VY	AO90610175	P
TV	9019350	CT 7882BA	VOL001373	P
TV	9019495	CT 7970B	W9E005995	P
TV	9019555	CT 7970B	W9E005998	P
TV	9019556	CT 7882BA	VOL001374	P
Disc Rack	---	MidRange System	AC734070704351	P
Keyboards (6)	---	---	---	P
Keyboard Mice	---	Apple	---	P
Misc Boxes (2)	---	---	---	P
Software	---	---	---	P
Computer	9033020	---	XB0177AHJ2S	P
Computer	---	PowerMac G4	XB1391AJKSD	P
Computer	9057649	PowerMac G4	XB1400Y9KDS	P
Printer	9047683	Work Set	---	P
Printer	9053647	Phaser 4400	---	P
Disc Rack	---	MidRange System	FLG00052442808	P
Disc Rack	9079030	MidRange System	CX4PDAE	P
Monitor	9060023	2005FPW	MX0T61304832357628FL	P
Computer	9054426	Apple	QT2110BDMDC	P
Computer	9054425	Apple	QT2110BBMDL	P
Rechargeable Batteries (2)	---	APC	---	P
Projector	9071357	XG C330X	705913876	P

Surplus

ITEM DESCRIPTION	ASSET NO.	MODEL NO.	SERIAL NO.	CONDITION F=FAIR P=POOR I=IRREPARABLE
Projector	9064151	XG MB70X	604952265	P
Disc/Cassette Player	9054893	AD 500	460593	P
Cassette Deck	9054893	W800R	140344	P
Intrusion Detection Sensor	9054068	IDS 421S	88808280006	P
Mixer	9045997	MX842	111570	P
Projector	9064152	XG MB70X	604952245	P
Monitor	9033772	---	CY1060BGJPC	P
Microscope	9040212	---	---	I
Microscope	9057512	---	---	I
Microscope	9025379	---	---	I
Microscope	9040233	---	---	I
Microscope	2001810	---	---	I
Microscope	9033521	---	---	I
Microscope	9040232	---	---	I
Bio Physiograph	2002700	---	---	I
Bio Physiotape	2007905	---	---	I
Arm model	9019513	---	---	I
Leg model	2002704	---	---	I
Microscope	9033513	Axiostar	---	I
Micro-camera	2002751	---	---	I
Macro-camera	2002747	---	38430124	I
Hemoglobinometer	9022949	---	---	I
Leg model	2001756	---	---	I
Edge Sander	2007888	R-703	7526	I
Resaw	2000238	2416	205618	I
Lathe	2000231	90	690226	I
Typewriter	2000047	EM2	---	P
Typewriter	9031528	---	---	P
Typewriter	9031530	---	---	P
Cassette Recorder/Player	---	---	---	P
Electric Cart	---	---	---	I
Washer (Trade-in)	9028979	---	---	P
Dryer (Trade-in)	9028978	---	---	P
Fax Machine	9058643	---	---	P
Chair	9071896	---	---	P
Chairs (2)	---	---	---	P

9. Authorization to Enter Into Standard Telecourse Agreements

Subject	9.01 CCC - Authorization to Enter Into Standard Telecourse Agreements
Meeting	May 18, 2011 - Regular Meeting
Category	9. Authorization to Enter Into Standard Telecourse Agreements
Access	Public
Type	Consent

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

CULTURAL ANTHROPOLOGY: OUR DIVERSE WORLD

Utah Education Network

Term of Agreement: June 1, 2011 – May 31, 2014

MASTERING THE COLLEGE EXPERIENCE

Utah Education Network

Term of Agreement: August 1, 2011 – July 31, 2014

STATISTICALLY SPEAKING

Utah Education Network

Term of Agreement: June 1, 2011 – May 31, 2014

PHYSICAL ANTHROPOLOGY: THE EVOLVING HUMAN

Utah Education Network

Term of Agreement: June 1, 2011 – May 31, 2014

UNDERSTANDING CHEMISTRY IN OUR WORLD

Utah Education Network

Term of Agreement: June 1, 2011 – May 31, 2014

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 \(109 KB\)](#)

10. Approval of Clinical Contracts

Subject	10.01 OCC - Clinical Contracts
Meeting	May 18, 2011 - Regular Meeting
Category	10. Approval of Clinical Contracts
Access	Public
Type	Consent

Approval of Clinical Agreements

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.)

NEW

Healthpointe Medical Standard Clinical Affiliation Agreement
La Mirada, CA
Term: May 19, 2011 to April 1, 2016
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.

Subject	10.02 GWC - Clinical Contracts
Meeting	May 18, 2011 - Regular Meeting
Category	10. 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. (See Attachment #2)

RENEWAL

Orange Coast Memorial Medical Center Non-Standard Clinical Affiliation Agreement
Fountain Valley, California
May 1, 2011 – April 30, 2016
Compensation – None
(Amendment is to extend the term of the agreement until April 30, 2016.)

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.

File Attachments

[OCMMC Clinical Contract Amendment.pdf \(71 KB\)](#)

11. Authorization for Purchase of Institutional Memberships

Subject	11.01 CCC – Institutional Memberships
Meeting	May 18, 2011 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Consortium of Southern California Colleges and Universities (CSCCU)

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

Cost: \$250

Membership promotes ongoing dialogue between institutions of higher learning and leaders in business and industry. This dialogue leads to the development of educational programs that are increasingly responsive to the needs of both employers and their employees. The primary purpose of the Consortium is to inform working adults and their employers about the many educational opportunities offered by Southern California colleges and universities. Membership is to be paid from General funds.

South Coast Higher Education Council (SCHEC)

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

Cost: \$50

The South Coast Higher Education Council (SCHEC) is a consortium of community and baccalaureate colleges and universities with principal campuses located within the south coast region of Southern California. Membership allows networking with colleges that offer the same flexibility to students as Coastline. Membership is to be paid from General funds.

Southern California Intersegmental Articulation Council (SCIAC)

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

Cost: \$75

Membership promotes the continuing improvement of articulation among and between the segments of post-secondary education in California, thereby facilitating the progress of students. Membership is to be paid from General funds.

Subject	11.02 OCC - Institutional Memberships
Meeting	May 18, 2011 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

RENEWAL

Name and Acronym: Accrediting Commission for Community and Junior Colleges (ACCJC)

Term of Membership: 2012 - 2013

Cost: \$21,818.00

Purpose: Maintains our membership status with the Accrediting Commission.

Subject	11.03 GWC - Institutional Memberships
Meeting	May 18, 2011 - Regular Meeting
Category	11. Authorization for Purchase of Institutional Memberships
Access	Public
Type	Consent

Name and Acronym: California Resource Recovery Association (CRRRA)

Term of Membership: May, 2011 – May, 2012

Cost: \$100

Purpose: To provide opportunities and information regarding resource recovery and to receive discounted conference rates.

12. Authorization for Off-Campus Assignments

Subject	12.01 CCC - Off-Campus Assignments
Meeting	May 18, 2011 - Regular Meeting
Category	12. Authorization for Off-Campus Assignments
Access	Public
Type	Consent

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

Name: Eber, Lorie

Title: Instructor

Organization: California Council of Gerontology and Geriatrics

Assignment: Board Member and Co-Chair of Marketing & Membership Committee

Term: July 1, 2011 - June 1, 2012

Name: Secord, Debra

Title: Professor

Organization: California Council of Gerontology and Geriatrics

Assignment: Board Vice President, Co-Chair of the Marketing & Membership Committee, and Executive Board Member

Term: July 1, 2011 - June 1, 2012

Name: Secord, Debra

Title: Professor

Organization: Orange County Older Adult Services Mental Health Board

Assignment: Advisory Board Member

Term: July 1, 2011 – June 30, 2012

Name: Secord, Debra

Title: Professor

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

Assignment: Community Advisory Board Member

Term: July 1, 2011 – June 30, 2012

Name: Secord, Debra

Title: Professor

Organization: Family and Consumer Sciences

Assignment: Advisory Committee

Term: July 1, 2011 – June 30, 2012

Name: Secord, Debra

Title: Professor

Organization: Statewide Career Pathways, Programs of Study Work Groups

Assignment: Serve on a subcommittee emphasizing the need for gerontology and aging expertise in a variety of career disciplines and working with various career disciplines in the development of gerontology curriculum modules for use in K-12 classrooms.

Term: June 1, 2011 – June 30, 2012

13. Authorization for Community Activities

Subject	13.01 OCC - Community Activities
Meeting	May 18, 2011 - Regular Meeting
Category	13. 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 19, 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

SUMMER SWIM LESSONS, Fees: \$55.00 per session, #200 for 4 sessions, \$110 for private lessons. 4 - 5.5 hours. Coordinators: Don Watson and Anthony Iacopetti. Presenters: Lauren Randazzo, Lisa McManus, Elizabeth Simpson, Caitlyn Carralejo, Carolyn Rowher, Renee Hone and Sarah Gordon. Compensation will be paid at an hourly rate of \$12 per hour. Presenter: Tazman Backer. Compensation will be paid at an hourly rate of \$15 per hour. PE Department to receive a portion of the proceeds. (P)

OCC CHILDREN'S SWIM TEAM, Fee: \$255-\$305, 40 hours. Coordinator: Anthony Iacopetti. Presenters: Lauren Randazzo, Lisa McManus, Andrea Beyaoju, Jacqueline Garcia, Danny O'Neil, Elizabeth Simpson, Caitlyn Carralejo, Carolyn Rowher, Renee Hone and Sarah Gordon. Compensation will be paid at an hourly rate of \$12 per hour. Presenter: Adam Lee. Compensation will be paid at an hourly rate of \$25 per hour. PE Department to receive a portion of the proceeds. (P)

14. Authorization for Sailing Program

Subject	14.01 OCC - Sailing Program
Meeting	May 18, 2011 - Regular Meeting
Category	14. Authorization for Sailing Program
Access	Public
Type	Consent

The following non-credit classes will be offered by the Marine Programs Office during the period of May 19, 2011 – June 30, 2012. The presenters will be paid at a fixed rate or percentage of income based on actual enrollment. Instructor fees will be charged against individual ticket budget numbers and paid from Sailing Center funds. (P)=percentage and (F) =flat rate.

NEW BOARD ITEMS

PROFESSIONAL EXPERTS

Comprehensive Rigging Course for USCG Inspectors & Prof Mariners, Fee:\$1400 (early registration by 4/15/11 \$1300); 5 days.

PRESENTERS: Richard Crowe, Karen Prioleau, Keith Kilpatrick, Michael Hogan Beatie, Robert Dalrymple

2011 ALASKA EAGLE VOYAGES

Leg 9, Panama to Newport Beach, CA - delivery by approved OCC Staff and volunteers, May 21-June 20, 2011

PRESENTERS: Brad Avery, Richard Crowe, Sheri Crowe, Jerome Carman, Robert Dalrymple, Diane K. De Witte, Debora Camille Dunne, Brian Eichenlaub, Julie Lane Evans, Carol Hasse, Brian Michael Kfoury, Keith Kilpatrick, Marcus MacKenzie, Vito J. Macchia, Barbara Marrett, Robert Profeta, Karen Prioleau, Paul Prioleau, Jeremy Sandahl, Bruce W. Tice, Robert White, David Tatum, (F)

Employee: Richard Crowe

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
1. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$47.94/hr

Funding Source: To be paid an amount not to exceed \$67,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Sheri Crowe

Professional Services:

1. To act as project manager for OCC vessels and provide general sailing program support.
2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
3. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$32.13/hr

Funding Source: To be paid an amount not to exceed \$45,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Victoria Hubbard

Professional Services: To provide program support, instructor support and assist with sailing courses and marine projects.

Schedule: To be determined based on program needs.

Rate: \$25.70/hr

Funding Source: To be paid an amount not to exceed \$38,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: David Lapham

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and electrical repair on OCC power vessels, other sailing center boats and miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$28.21 /hr

Funding Source: To be paid an amount not to exceed \$29,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Katherine Sink-Pointer

Professional Services:

- 1 To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on sailing center boats, docks and facilities, as well as miscellaneous donations to the program.

Schedule: To be determined based on program needs.

Rate: \$ 23.57 /hr

Funding Source: To be paid an amount not to exceed \$45,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Robert Profeta

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and repair on sailing center boats, facilities and donations to the program.

Schedule: To be determined based on program needs.

Rate: \$36.71/hr

Funding Source: To be paid an amount not to exceed \$20,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Gerald Sandahl

Professional Services:

1. To perform specialized marine maintenance, and wood repair on sailing center boats and docks, as well as miscellaneous donations to the program.
2. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.

Schedule: To be determined based on program needs.

Rate: \$ 32.19 /hr

Funding Source: To be paid an amount not to exceed \$20,000 from Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

Employee: Bruce Tice

Professional Services:

1. To deliver by land or sea newly donated boats from vessel's homeport at the time of donation to the School of Sailing & Seamanship. Travel and delivery expenses to be paid by the School of Sailing & Seamanship.
2. To perform specialized marine maintenance and program support on sailing center boats, misc. donations to the program as well as Sailing Center construction and improvement projects.

Schedule: To be determined based on program needs.

Rate: \$39.43/hr

Funding Source: To be paid an amount not to exceed \$30,000 from Foundation or Sailing Center Funds.

Contract Dates: Work to be performed between July 1, 2011 and June 30, 2012.

15. Personnel Items

Subject	15.01 District
Meeting	May 18, 2011 - Regular Meeting
Category	15. Personnel Items
Access	Public
Type	Consent

- a. Acceptance of Resignations and/or Approval of Layoffs, Exhaustion of Benefits and Terminations
- b. Authorization for Schedule Changes, Classified Staff
- c. Authorization for Professional Experts

File Attachments

[Open.pdf \(8 KB\)](#)

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>
Krasney, Isabelle	CCC	Corporate Relations Executive	Layoff	07/04/11

b. Authorization for Schedule Changes, Classified Staff

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

Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Ramirez, Juana	CCC	Custodian	48.75%	100%	05/06/11	09/30/11
Wong, Susan	GWC	Registered Nurse	60%	62.5%	05/19/11	06/30/11

Revision and Extension of Temporary Schedule Changes

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>
Beale, Michael	OCC	Specialist Aide	80%	100%*	06/01/11	08/28/11
Fisher, Carolyn	OCC	Course Assistant II	75%	100%	08/01/11	12/18/11**

*Revision
**Extension

c. Authorization for Professional Experts

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

Professional Experts over \$10,000.00

Disney, Betty, CCC, to serve as a Projects Coordinator for Contract Education/College Education Bound U.S. (CCC-EBUS), for the period 07/01/11 to 06/30/12, to be paid by timecard at \$10.00 per unit, 70 units per week for 50 weeks, compensation to be \$35,000.00.

Nieman, Michelle J., CCC, to provide Instructional design & technical writing/editing services for the Technology Based Learning Grant/ESL for Nurses program for Instructional Systems Development, for the period 06/10/11 to 09/09/11, to be paid by timecard at \$100.00 per unit, 17 units per week for 12 weeks, compensation to be \$20,400.00.

Tran, Thu H., CCC, to revise programming code for online courses, converting new and revised courses into Moodle, and laying out content for student guide revisions for Instructional Systems Development, for the period 06/10/11 to 10/09/11, to be paid by timecard at \$10.00 per unit, 75 units per week for 16 weeks, compensation to be \$12,000.00.

Other Professional Experts

Dukes, Janet I., OCC, to provide High School Articulation for the Tech Prep District Grant, for the period 05/19/11 to 06/30/11, 0.34 units per week for 6 weeks, compensation to be \$200.00.

Winer, Timothy N., OCC, to provide CPR and AED training for Student Health Center staff on 06/17/11, to be paid by timecard at \$10.00 per unit, 30 units per week for 1 week, compensation to be \$300.00.

16. Authorization for Independent Contractors

Subject	16.01 GWC - Independent Contractors
Meeting	May 18, 2011 - Regular Meeting
Category	16. 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: Health Educational Consultants c/o Bowden, Joyce

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$80,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

(Revision is to increase total compensation from \$75,000. Previous Board action: 3/2/11.)

IC Name: Care Training Services c/o Waller, Vidella

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$100,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

(Revision is to increase total compensation from \$95,000. Previous Board action: 3/2/11.)

UNDER \$10,000

IC Name: Wilson, Margaret

Services: Content expert and lecturer for RHORC Nursing Specialty Programs

Payment Schedule/Compensation: \$8,000, to be paid \$75/hour per invoice after class completion

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

Source of Funding: RHORC Trust funds

IC Name: Pierson, Ginger

Services: Content expert and lecturer for RHORC Nursing Specialty Programs

Payment Schedule/Compensation: \$7,000, to be paid \$75/hour per invoice after class completion

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

Source of Funding: RHORC Trust funds

IC Name: Hall, Elizabeth

Services: Content expert and lecturer for RHORC Nursing Specialty Programs

Payment Schedule/Compensation: \$8,000, to be paid \$75/hour per invoice after class completion

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

Source of Funding: RHORC Trust funds

IC Name: Connor, Kathy

Services: Content expert and lecturer for RHORC Nursing Specialty Programs

Payment Schedule/Compensation: \$5,000, to be paid \$75/hour per invoice after class completion

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

Source of Funding: RHORC Trust funds

IC Name: Barnhill, Barry

Services: Content expert and lecturer for RHORC Nursing Specialty Programs

Payment Schedule/Compensation: \$8,000, to be paid \$75/hour per invoice after class completion

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

Source of Funding: RHORC Trust funds

IC Name: Caley, Johannah

Services: Light Designer for Dance Concert *Move Me*

Payment Schedule/Compensation: \$800 to be paid within 30 days of service completion and invoice submission

Term of Agreement: May 19-31, 2011

Source of Funding: Dance Trust and ASGWC – Creative Arts funds

IC Name: Shea, Steve

Services: Photographic services for dance concerts

Payment Schedule/Compensation: \$800 to be paid within 30 days of service completion and invoice submittal.

Term of Agreement: February 18 – May 21, 2011

Source of Funding: Dance Trust and ASGWC – Creative Arts funds.

(Revision is to increase total compensation from \$600. Previous Board action: 2/16/11.)

IC Name: Lopez, Michael

Services: Entertainment at the Cinco de Mayo Celebration

Payment Schedule/Compensation: \$300 one-time payment

Term of Agreement: May 5, 2011

Source of Funding: Associated Students funds

IC Name: Collins, Kathleen

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$4,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

IC Name: Hayes, Linda

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$4,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

IC Name: Miller, Mary

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$2,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

IC Name: Hom, Stephanie

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$4,500 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

IC Name: Valenzuela, Sue

Services: To administer Certified Nurse Assistant exams, hire, train and pay qualified testing staff

Payment Schedule/Compensation: \$4,000 (\$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam) to be paid as invoiced per exam date

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

Source of Funding: RHORC RTC Trust funds

IC Name: JAM Entertainment and Events

Services: End of the Year Luau (Polynesian Show)

Payment Schedule/Compensation: \$500, to be paid May 19, 2011

Term of Agreement: May 11, 2011

Source of Funding: Associated Students funds

Subject	16.02 OCC - Independent Contractors
Meeting	May 18, 2011 - Regular Meeting
Category	16. 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.

NEW BOARD ITEMS

OVER \$10,000

IC Name: Tradewinds Marine Services, Inc.

Services: For the purpose of providing instruction on sail rigging dynamics to OCC Sailing students enrolled in 1, 2 or 5 day seminars.

Payment Schedule/Compensation: NTE \$3,000; total contract amount is \$25,000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: May 19, 2011-June 30, 2012

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

REVISIONS TO PREVIOUS BOARD

UNDER \$10,000

IC Name: Amtex

Services: For the purpose of providing canvas repair to OCC sailing vessels.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$6,000 for term of Contract. *Revision to increase contract amount by \$3,000.*

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 Foundation or Sailing Center Funds
(prior approval 6/16/2010)

IC Name: Byrne, Christine

Services: Providing Choreography for OCC student production

Payment Schedule/Compensation: Total contract amount is \$1500; to be paid upon submittal of invoice as work is completed.

Term of Agreement: April 8, 2011 through April 12, 2011

Source of Funding: *Revision to source of funding to ASOCC funds*
(prior approval 4/6/2011)

IC Name: Dockside Consultants, Inc.

Services: To provide instruction to students on extreme Waves and Lightning: as well as books and materials for resale.

Payment Schedule/Compensation: NTE \$2,000; total contract amount is \$2,000 to be paid upon submittal of invoice as work is completed at a rate of 50% of course fees after direct costs.

Term of Agreement: Nov 4, 2010-June 30, 2011. *Revision to extend agreement expiration date to June*

30, 2012

Source of Funding: To be paid from Sailing Center Funds
(prior approval 11/17/2010)

IC Name: Dumas Diesel Injection

Services: To inspect and provide repair and maintenance to engines aboard sailing center boats

Payment Schedule/Compensation: NTE \$2000; total contract amount is \$2000 to be paid upon submittal of invoice as work is completed.

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 Foundation or Sailing Center Funds
(prior approval 6/16/2010)

IC Name: Fairwinds Maritime

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

Payment Schedule/Compensation: NTE \$2,000. Total contract amount is \$2,000 to be paid at a rate of 50% after direct cost per class upon submittal of invoice as work is completed.

Term of Agreement: 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.
(prior approval 7/21/2010)

IC Name: Glacier Corporation,

Services: Refrigeration repair and maintenance services to sailing center vessels

Payment Schedule/Compensation: NTE \$3000; total contract amount is \$3000 to be paid upon submittal of invoice as work is completed.

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 Foundation or Sailing Center Funds
(prior approval 6/16/2010)

IC Name: Grant Marine Surveyors

Services: To provide surveys for the purpose of determining donation value for the Sailing Program and OCC Foundation vessels.

Payment Schedule/Compensation: NTE \$2000; total contract amount is \$2000 to be paid upon submittal of invoice as work is completed.

Term of Agreement: Sept 16, 2010 - June 30, 2011. *Revision to extend agreement expiration date to June 30, 2012*

Source of Funding: To be paid from Foundation or Sailing Center Funds
(prior approval 10/6/2010)

IC Name: Reliable Delivery

Services: To provide transportation for OCC Sailing's vessels, containers and donations

Payment Schedule/Compensation: NTE \$2000; total contract amount is \$2000 to be paid upon submittal of invoice as work is completed.

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 Foundation or Sailing Center Funds
(prior approval 6/16/2010)

IC Name: Schock Boats

Services: For the purpose of Haul out and launch of sailing center boats for repair and maintenance

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract

amount \$2,000 for term of Contract. *Revision to increase contract amount BY \$ 500.*

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
(prior approval 6/16/2010)

IC Name: Sea Carpet

Services: To provide carpet and installation for OCC Sailing facility and vessels

Payment Schedule/Compensation: NTE \$1000; total contract amount is \$1000 to be paid upon submittal of invoice as work is completed.

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 Foundation or Sailing Center Funds
(prior approval 6/16/2010)

OVER \$10,000

IC Name: Exley, Daniel F.

Services: To be a consultant, instructor, and to design curriculum for Orange Coast College's Health Information Technology Grant (HIT Grant).

Payment Schedule/compensation: To be paid by monthly invoice a total of \$20,000. *Revision to increase contract amount to \$75,000.*

Terms of Agreement: October 7, 2010 - June 30, 2011. *revision to change end date to October 31, 2012*

Source of Funding: HIT Consortium Grant

IC Name: Gordon West Radio School

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

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$6,500 for term of Contract. *Revision to increase contract amount by \$4,000.*

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.
(Prior approval 7/21/2010)

IC Name: W.A.R.E Disposal

Services: Trash pick-up twice weekly at the sailing center.

Payment Schedule/Compensation: To be paid upon submittal of invoice as work is completed. Contract amount \$10,000 for term of Contract. *Revision to increase contract amount by \$ 6,000.*

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
(prior approval 7/21/2010)

17. Approval of Purchase Orders

Subject **17.01 DIST-Purchase Orders**
Meeting May 18, 2011 - Regular Meeting
Category 17. Approval of Purchase Orders
Access Public
Type Consent

File Attachments

[PurchaseOrderDIST.pdf \(11 KB\)](#)

Admin Content

Joanna Lowe

NUM	NAME OF VENDOR	SITE	OBJECT CODE	AMOUNT
P0323760	TB Penick & Sons Inc Newport Beach Learning Center - Category G - Structural Concrete/Reinforcing- Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6254	8,987,430.00
P0323812	SEWUP JPA Newport Beach Learning Center SEWUP Certificate of Insurance (GOB)	DIS-GB	5472	675,333.00
P0323759	Doja Inc Newport Beach Learning Center - Category E - Grading & Earthwork/Asphalt Paving - Bid #1992 (GOB) Board Date: 03/16/11	CCC-GB	6120	487,000.00
P0323781	GovConnection Inc Replacement of Board Office and District Staff computers that are 5 to 7 years old	DIS	6412	75,312.92
P0323778	Cambridge West Partnership LLC Provide GWC Educational Master Plan upgrade. Board Date: 01/19/11	GWC	5899	50,910.00
P0323790	Preferred Paving Co Inc Repair and replace asphalt - Monitor Way (GOB)	OCC-GB	6120	36,292.00
P0323813	Keenan & Associates Newport Beach Learning Center SEWUP Certificate of Insurance (GOB)	DIS-GB	5472	20,617.99
P0323814	C2 Reprographics Reprographics service for CCC Newport Beach Learning Center project (GOB)	DIS-GB	6269	15,000.00
P0323784	Sony Electronics Inc Audio visual equipment for Film Video Dept	OCC	6411	14,370.78
P0323786	Collegenet Inc Annual software maintenance agreement for Banner Interface. Board Date: 12/08/10	DIS	5638	14,000.00
P0323811	SVM LP Prepaid Arco gas cards	OCC	7601	13,525.00
P0323817	Montgomery Hardware Co	OCC-GB	6250	9,650.48
P0323818	Sea-Clear Pools Inc	GWC	5899	5,441.81
P0323792	Liberty Climate Control	OCC-GB	6250	5,260.76
P0323809	HRMS Inc	OCC	5899	4,650.00
P0323803	Office Depot	CCC	4312	4,326.24
P0323788	Hilton Orange County/Costa Mesa	DIS	5899	4,000.00
P0323802	Sehi Computer Products Inc	CCC	4312	3,860.63
P0323776	Minuteman Plumbing & Drains	GWC	5899	3,800.00
P0323785	College Board	DIS	5638	3,500.00
P0323810	Transportation Charter Services Inc	TRANS	5857	3,000.00
P0323779	Perfect Interview LLC	OCC	5899	2,999.95
P0323748	Associates Purchasing	GWC	5899	2,875.00
P0323797	Foundation for Calif Community Colleges	CCC	4312	2,740.50

Purchase Orders

P0323787	Oracle Corp	DIS	5638	2,713.31
P0323771	Haz Party Rentals	GWC	5682	2,709.60
P0323789	Sehi Computer Products Inc	OCC-GB	4315	2,283.75
P0323815	Workplace Resource	OCC-GB	4312	2,153.25
P0323820	ROI Networks Inc	DIS	5638	2,144.76
P0323783	Titan Environmental Solutions Inc	OCC-GB	6206	2,130.00
P0323791	Eckert & Associates	OCC-GB	6205	2,100.00
P0323782	Workplace Resource	OCC-GB	6411	2,075.70
P0323805	Willdan	DIS	5899	2,000.00
P0323799	VMI Inc	CCC	4315	1,844.83
P0323761	Exacta Dental Products Inc	OCC	4312	1,793.18
P0323768	Lynda.com	CCC	5699	1,750.00
P0323806	Montgomery Hardware Co	OCC	4312	1,557.84
P0323793	Perseus Distribution Inc	CCC	7605	1,390.56
P0323798	Constant Contact	CCC	5699	1,386.00
P0323819	TreeCare Arborists	GWC	5899	1,275.00
P0323755	Chaney Electronics Inc	OCC	4312	1,119.31
P0323770	ATI/Assessment Technology Institute	GWC	4312	1,087.50
P0323801	Gopher Sports	CCC	4312	964.59
P0323795	Odyssey Power Corp	OCC	4677	959.42
P0323794	Herff Jones - Cap & Gown Div	CCC	4312	766.69
P0323777	Preferred Property Maintenance	GWC	5899	765.00
P0323767	Pyro-Comm Systems Inc	CCC	5899	743.01
P0323752	Aircraft Spruce & Specialty Co	OCC	4312	701.84
P0323800	Flaghouse Inc	CCC	4312	606.21
P0323821	Dell Higher Education	DIS	5638	583.99
P0323766	Paton Group	GWC	4315	579.63
P0323749	Photography by Tony Kawashima Inc	DIS	4321	576.38
P0323764	Follett Higher Education Group Inc #1181	GWC	4312	503.13
P0323807	Kelly Paper	OCC	4312	500.00
P0323763	MCM	GWC	4315	471.78
P0323780	Data to Design	OCC	5899	456.25
P0323762	ROI Networks Inc	DIS	5638	440.44
P0323816	Embee Technologies	OCC-GB	6250	362.86
P0323769	College Board	CCC	4312	350.00
P0323758	World Point	OCC	4312	339.30
P0323808	World Point	OCC	4312	339.30
P0323804	Dell Higher Education	OCC	4312	326.22
P0323757	Office Depot	GWC	4312	315.81
P0323751	Office Depot	DIS	4312	300.00
P0323750	Hoover Printing & Lithography Inc	DIS	4321	295.80
P0323753	Mouser Electronics	OCC	4312	200.95
P0323796	CTI-Valueline	OCC	4312	169.69
P0323773	Art Supply Warehouse	GWC	4312	150.00
P0323774	HB Digital Arts & Blueprint Inc	GWC	4312	150.00
P0323775	Home Depot	GWC	4312	125.00
P0323772	Balloons by Lucille	GWC	4312	117.75

Purchase Orders

P0323765	Pacific Lift & Equipment Co Inc	GWC	4312	48.94
P0323756	Hitt Marking Devices Inc	DIS	4312	35.03
P0323754	Fuse Depot	OCC	4312	32.43
	Total			<u>\$10,492,689.09</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

18. Ratification / Approval of Checks

Subject **18.01 Ratification of Checks**
Meeting May 18, 2011 - Regular Meeting
Category 18. Ratification / Approval of Checks
Access Public
Type Consent
Rita Jacobson

File Attachments

[CheckApproval.pdf \(169 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0155445	PacifiCare of California	582,352.11
	Medical Premiums	
0155244	Employment Development Dept-EDD	301,055.17
	1st Quarter EID	
0155337	Medco Health Solutions Inc	282,200.89
	Medical Prescription Claims	
0155443	Kaiser Foundation Health Plan Inc	275,309.96
	Medical Premiums	
0155554	Coast Community College Dist	217,363.79
	CCCD Medical Claims	
0155336	Coast Community College Dist	171,213.97
	CCCD Medical Claims	
0155681	Coast Community College Dist	134,703.73
	CCCD Medical Claims	
0155634	Southern Calif Edison Co	89,956.03
	District wide electricity	
0155574	Constellation NewEnergy Inc	71,007.06
	District wide electricity	
0155274	Memorial Prompt Care Medical Group	49,337.00
	FY 10-11 Student Health Services	
0155468	Avalon Center at Garden Grove	41,760.00
	Annual lease payment for One Stop Center in GG	
0155366	Constellation NewEnergy Inc	40,790.42
	District wide electricity	
0155323	The Irvine Co LLC	36,156.59
	Lease payment for One-Stop Center - Irvine	
0155240	Dallas County Comm Coll Dist	34,455.00
	Spring 2011 Telecourse Enrollments	
0155293	Pacific Blue Micro	27,921.84
	Computer hardware, software, support for	
0155489	Enterprise Fleet Mgmt	21,458.64
0155245	En Pointe Technologies Inc	20,719.75
0155365	Community College League of Calif	20,402.62
0155551	B & P Services Inc	19,410.00
0155308	SIGMANet Inc	19,177.81
0155495	Goodwill of OC	17,438.75
0155470	Beeson, Tayer & Bodine	16,335.48
0155252	Follett Higher Education Group Inc #1094	12,028.79
0155523	SunGard Higher Education Inc	11,699.51
0155601	Mesa Consolidated Water Dist	9,268.05
0155372	El Camino Asphalt Paving Corp	9,200.00
0155313	Spicers Paper Inc	8,388.87

0155322	The Gas Co	8,086.33
0155363	CCCD Student Refunds	7,854.59
0155407	PGINET Consulting	7,452.00
0155513	PGINET Consulting	7,452.00
0155225	CCC Contract Education	7,449.00
0155390	Keenan & Associates	7,255.00
0155638	Study in the USA Inc	7,100.00
0155303	RJ's Coaching & Consulting	7,000.00
0155501	ii Fuels, Inc	6,961.59
0155435	Xerox Corp	6,832.37
0155239	CR & R Inc	6,673.11
0155405	Office Depot	6,598.29
0155360	Business Properties	6,440.07
0155649	Waxie Sanitary Supply	6,389.77
0155427	SIGMAnet Inc	6,228.52
0155321	The Gas Co	6,120.76
0155646	Vasquez & Co LLP	6,000.00
0155643	Union Bank	5,716.02
0155316	Sun Environmental Engineering Services Inc	5,500.00
0155326	Unisource Worldwide Inc	5,405.37
0155386	ii Fuels, Inc	5,084.82
0155253	Follett Higher Education Group Inc #1181	5,029.47
0155396	Making Connections	5,000.00
0155644	United States Postal Service	5,000.00
0155433	Vavoulis, Weiner and McNulty	4,976.24
0155651	Xerox Corp	4,838.20
0155524	Superior Asphalt Paving Inc	4,504.00
0155485	Michele Deck	4,500.00
0155578	Elavon	4,126.95
0155629	Sehi Computer Products Inc	4,069.20
0155277	Michael Cooperman	3,940.00
0155204	Amico Scientific Corp	3,720.31
0155432	ThreeForks Inc	3,600.00
0155521	Southern Calif Edison Co	3,521.88
0155509	OCC Food Services	3,500.00
0155412	Physician Sales & Service Inc	3,499.05
0155620	Refrigeration Supplies Distrib	3,494.30
0155627	Scott Electric	3,476.00
0155572	City of La Habra Heights	3,441.50
0155382	Halo Branded Solutions	3,408.00
0155678	Sea-Clear Pools Inc	3,400.00
0155687	Vision Service Plan	3,394.75
0155331	David Whyte	3,344.00
0155419	Nancy Ramirez	3,250.00

0155584	Garden Grove Unified Schools	3,224.00
0155229	Certified Transportation Services Inc	3,208.00
0155625	Scantron Corp	3,187.20
0155486	Dell Higher Education	3,160.64
0155288	OCE'	2,974.77
0155364	CCCD-Cash Clearing	2,899.45
0155284	NurseTim Inc	2,830.00
0155512	On-Site LaserMedic Corp	2,797.92
0155590	HB Union High School District	2,700.02
0155286	OCC Ancillary#1000-24750-8070	2,625.00
0155379	Golden Trophy & Awards	2,483.61
0155389	Jobelephant.com Inc	2,483.00
0155430	Symantec Corp	2,480.00
0155622	Roseburrough Tool Inc	2,338.21
0155595	Jobelephant.com Inc	2,236.00
0155591	Home Depot	2,205.02
0155217	Business Office Solutions	2,176.68
0155310	SMH Colocation	2,150.00
0155224	CCC	2,059.60
0155394	Lynberg & Watkins	1,999.38
0155527	Time Warner Cable	1,980.00
0155680	CCCD Workers Comp Trust Fund	1,970.03
0155339	Aircraft Spruce & Specialty Co	1,964.00
0155399	Mettler-Toledo Inc	1,920.00
0155428	Southern Calif Edison Co	1,842.94
0155367	CR & R Inc	1,816.25
0155568	Johns Bryan	1,800.00
0155555	A-Z Wholesale Floral Supply Inc	1,783.50
0155596	Linden Lab	1,770.00
0155493	Fisher Scientific	1,761.63
0155312	Southern Calif Edison Co	1,745.31
0155607	Nextel Communications	1,738.43
0155436	Calif Dept of Education	1,683.00
0155583	Gale Group Inc	1,674.69
0155300	Refrigeration Supplies Distrib	1,661.47
0155462	AT & T	1,645.85
0155385	Home Depot	1,620.12
0155455	Apex Audio Inc	1,617.84
0155318	Systems Technology Associates Inc	1,567.50
0155685	Unum Ltc	1,524.40
0155473	CAEL	1,500.00
0155642	Time Warner Cable	1,452.00
0155422	Rutan & Tucker LLP	1,445.00
0155605	Newport Beach Golf Course	1,445.00

0155271	Maintex	1,422.10
0155262	Home Depot	1,418.49
0155444	Kaiser Foundation Health Plan Inc	1,398.84
0155208	Baker & Taylor	1,375.48
0155216	Bulbman Inc	1,315.15
0155532	Tremco Inc	1,312.33
0155413	ProEducation Solutions LLC	1,305.00
0155238	Constellation NewEnergy Inc	1,280.63
0155319	The Gas Co	1,264.92
0155434	Vavoulis, Weiner and McNulty	1,248.75
0155230	City of Fountain Valley	1,245.50
0155448	ABC Window Cleaning Inc	1,230.00
0155442	CCCD Workers Comp Trust Fund	1,217.04
0155604	Nasco Modesto	1,190.16
0155609	OC Wholesale Flowers	1,184.56
0155332	Susan Wilcox	1,155.00
0155420	Rhino Electric Supply	1,152.32
0155573	Coast Fitness Repair Shop	1,150.38
0155374	Evan's Gunsmith Shooters World Inc	1,141.25
0155292	Out of Your Mind..& Into the Marketplace	1,100.00
0155514	Physician Sales & Service Inc	1,070.80
0155391	William Knowles	1,063.95
0155352	AT & T	1,059.88
0155506	Mile Square Golf Course	1,048.10
0155395	MailFinance Inc	1,034.42
0155677	C2 Reprographics	1,005.65
0155487	Drexel University	1,000.00
0155503	Karaffa & Associates LLC	1,000.00
0155526	The Bank of New York Mellon	1,000.00
0155410	Pharmedix	992.66
0155528	Time Warner Cable	991.72
0155500	Home Depot	971.81
0155453	Amico Scientific Corp	971.14
0155577	Eberhard Equipment Inc	937.98
0155291	Orkin Commercial Services	934.00
0155357	Benner Metals Corp	924.65
0155541	Susan Wilcox	924.00
0155231	City of Fountain Valley	920.64
0155343	Amer Dental Assn	915.00
0155373	Enterprise Fleet Mgmt	905.93
0155406	Pacific Lift & Equipment Co Inc	904.88
0155342	Amer Bar Assn	900.00
0155272	Marina Landscape Inc	895.00
0155398	Mesa Golf Carts Inc	891.37

0155569	Camel Financial Inc	891.33
0155289	Office Depot	872.93
0155612	Office Depot	866.47
0155354	B & H Photo-Video	841.53
0155369	Declues Burkett & Thompson LLP	825.49
0155639	TALX Corp	814.80
0155534	UC Regents	800.00
0155425	Shell Oil	782.64
0155258	Grainger	770.38
0155218	Business Office Solutions	768.70
0155344	Amsterdam Printing & Litho	753.88
0155626	Richard Schultz	750.00
0155290	Omnimusic	742.50
0155483	Constellation NewEnergy Inc	738.32
0155376	Fisher Scientific	726.08
0155563	B & P Services Inc	720.39
0155338	Medco Health Solutions Inc	717.85
0155587	Gosiger Inc	693.20
0155507	Mustang Mechanical Contracting	685.00
0155525	T-Mobile USA	682.93
0155269	Knorr Systems Inc	664.16
0155529	Travel Store Inc	660.80
0155561	Art Supply Warehouse	659.50
0155621	Rhino Electric Supply	656.87
0155476	CDWG	650.98
0155340	Alco Target Co	647.13
0155589	GWC Food Services	645.34
0155329	Waxie Sanitary Supply	633.04
0155381	GWC Food Services	628.52
0155246	Theodore Erski	600.00
0155402	Jay Muza	600.00
0155511	Office Depot	597.85
0155510	OCE'	597.75
0155471	Benner Metals Corp	596.06
0155575	Barbara Darby	596.00
0155297	Pitney Bowes Inc	593.12
0155491	Excel Sports Science Inc	581.73
0155370	Dell Higher Education	578.48
0155347	Art Supply Warehouse	565.80
0155610	OCC Petty Cash	561.77
0155330	Western Illuminated Plastics Inc	559.83
0155255	FOPCO Inc	557.00
0155597	Services	553.00
0155631	Shinoda Design Center Inc	549.47

0155623	Saddleback Materials Co Inc	542.66
0155411	Phenomenex Inc	536.45
0155446	Aardvark Clay Supply	535.92
0155356	Battery Systems Inc	535.42
0155648	Verizon Wireless	531.22
0155281	NASFAA	525.00
0155371	Dept of Justice	524.00
0155201	All State Police Equipment	519.55
0155608	OC Fire Protection	518.75
0155472	BioAnalogsics	515.00
0155441	CCCD Workers Comp Trust Fund	500.32
0155499	Hilton Orange County/Costa Mesa	500.00
0155388	Irvine Pipe & Supply	497.65
0155508	Newport-Mesa Unified Sch Dist	495.44
0155235	Community College League of Calif	490.00
0155236	Community College League of Calif	490.00
0155279	Montgomery Hardware Co	482.42
0155496	Grainger	469.80
0155567	Bio-Rad Laboratories Inc	460.49
0155516	Pocket Nurse	458.80
0155397	Connie Marten	454.00
0155530	Travel Store Inc	450.40
0155531	Travel Store Inc	450.40
0155447	AAWCC	450.00
0155535	United Parcel Service Inc	450.00
0155552	Times Community News	450.00
0155490	Enterprise Fleet Mgmt	441.18
0155606	Nextel Communications	439.23
0155679	Amer Fidelity Assurance	434.00
0155581	Fry's Electronics	429.75
0155479	City of Newport Beach	422.71
0155686	Vaco, Frank	416.10
0155635	Southland Industries	415.00
0155477	Certified Transportation Services Inc	411.03
0155346	Sheryl Area	410.50
0155576	Direct Edge Inc	407.92
0155314	Caroline Spoja	400.00
0155378	Garden Grove Unified Schools	400.00
0155380	Fernando Gonzalez	400.00
0155502	Johnstone Supply	397.45
0155543	World-Wide Fire Inc	383.50
0155424	S & R Sport	376.35
0155603	Minuteman Plumbing & Drains	372.25
0155302	Rhino Electric Supply	371.25

0155296	Physician Sales & Service Inc	368.28
0155196	AA Equipment	360.83
0155248	Excel Sales & Services Inc	352.03
0155619	Quark Enterprises Inc	343.20
0155682	Stephen Cone	331.50
0155632	Smardan Supply Co-Orange Coast	330.98
0155518	Rancho Vista Landscaping Inc	330.00
0155299	Public Economics Inc	329.41
0155537	Verizon California	322.23
0155306	Sehi Computer Products Inc	322.16
0155474	Calif Tool Welding Supply	315.00
0155457	Art Supply Warehouse	304.09
0155241	Daniel Smith Inc	302.98
0155232	Julia Clevenger	300.00
0155280	Carisa Montooth	300.00
0155215	Brink's Inc	299.91
0155616	PL Hawn Co Inc	299.51
0155393	Laguna Beach Unified School District	294.62
0155683	Daniel Dodt	289.20
0155684	Richard Lutz	289.20
0155460	AT & T	286.94
0155197	ACBO	285.00
0155198	ACBO	285.00
0155199	ACBO	285.00
0155624	Safety 1st Pest Control Inc	283.50
0155437	Smart & Final Stores LLC	281.37
0155227	CCPRO	280.00
0155282	Nat'l Assn for Career & Technical Edu Inform	275.00
0155283	Newport Exterminating	269.50
0155426	Sigma-Aldrich Inc	267.37
0155219	Calif Society for Respiratory Care	260.00
0155450	Aircraft Spruce & Specialty Co	259.85
0155614	Physician Sales & Service Inc	258.32
0155387	Iron Mountain	256.66
0155368	Marion Daniel	250.00
0155565	Bee Busters Inc	250.00
0155498	Harris Infosource	249.25
0155553	Amer Fidelity Assurance	248.50
0155259	Harbor Freight Tools	238.01
0155594	Island Florals	235.99
0155421	RingClear LLC	234.36
0155242	Dept of Industrial Relations	225.00
0155220	Calif Society for Respiratory Care	220.00
0155375	James Farrow	220.00

0155566	Patricia Bernard	210.00
0155588	Roswitha Grannell	210.00
0155599	James McKibben	210.00
0155600	Patricia McKibben	210.00
0155650	An-Kuo Wu	210.00
0155451	Airgas West Inc	209.13
0155556	AA Equipment	205.23
0155265	Christina Irvin	200.00
0155285	OC Business Council	200.00
0155287	OCC Food Services	197.81
0155256	Foundation Center	195.00
0155480	Community College League of Calif	195.00
0155481	Community College League of Calif	195.00
0155482	Community College League of Calif	195.00
0155361	Calif Tool Welding Supply	194.22
0155301	Linda Rhines	187.55
0155431	Thomson West	186.43
0155345	Apex Audio Inc	185.90
0155449	Accurate Termite & Pest Control	184.00
0155222	Carolina Biological Supply	183.97
0155497	Hardy Diagnostics	182.57
0155311	SoundTree	181.34
0155582	Judy Fusco	180.00
0155355	Baker & Taylor	178.49
0155478	City of Fountain Valley	178.14
0155630	Brent Shenton	175.50
0155359	Brustein & Manasevit PLLC	175.00
0155544	Xpedx Paper & Graphics	173.85
0155327	VWR Int'l Inc	170.43
0155209	Barry Asher's Custom Embroidery	168.00
0155466	AT & T	165.53
0155593	Irvine Pipe & Supply	164.20
0155617	Prudential Overall Supply Co	163.74
0155203	Amer Red Cross	160.00
0155404	OCC Food Services	159.25
0155458	AT & T	156.00
0155202	Robert Altamura	150.00
0155636	David Speakman	150.00
0155520	Rip N Roll Inc	146.00
0155223	Caston Office Solutions	137.99
0155580	Fisher Scientific	137.81
0155417	Pyro-Comm Systems Inc	135.00
0155618	Pyro-Comm Systems Inc	135.00
0155463	AT & T	134.00

0155226	CCC Petty Cash	130.72
0155211	Bernan Associates	126.00
0155469	Battery Systems Inc	123.50
0155494	Ganahl Lumber Co	121.60
0155200	AJ Graphics	121.00
0155358	Bill's Camera	120.02
0155517	Juan Preciado	120.00
0155270	Main Electric Supply Co	118.76
0155423	Rutan & Tucker LLP	118.00
0155492	Federal Express Corp	117.46
0155305	School Specialty Inc	117.45
0155542	Frank Woodard	114.00
0155249	Extron Electronics	113.85
0155383	Haz Party Rentals	113.16
0155452	Alan's Lawnmower & Garden Ctr Inc	111.94
0155348	Assistance League of HB	110.00
0155349	Assistance League of HB	110.00
0155350	Assistance League of HB	110.00
0155351	Assistance League of HB	110.00
0155505	Marinus Scientific	108.21
0155260	Harold M Pitman Co	104.55
0155633	Smith Pipe & Supply Inc	103.93
0155454	Anixter	101.35
0155247	Eversoft	100.19
0155557	Accurate Termite & Pest Control	100.00
0155304	Loren Sachs	99.53
0155254	Footwear News	99.00
0155598	Vincent Martinez	97.93
0155341	Amazon.com	97.15
0155571	Cintas First Aid & Safety	90.95
0155212	Chancell	90.00
0155213	Chancell	90.00
0155214	Chancell	90.00
0155637	Storage Place	90.00
0155628	Security Signal Devices	89.85
0155409	Sheena Phan	86.03
0155328	Wallpaper* Magazine	85.50
0155261	Lorraine Henry	83.11
0155325	Time Warner Cable	82.94
0155585	Genuine Aircraft Hardware	81.72
0155362	Caston Office Solutions	80.75
0155315	Stater Bros Markets	80.20
0155205	Aramark Uniform Services	77.72
0155456	Aramark Uniform Services	77.72

0155647	Verizon California	77.68
0155645	USA Mobility Wireless Inc	75.68
0155266	Irvine Pipe & Supply	74.89
0155475	CDT Inc	70.00
0155540	VWR Int'l Inc	69.20
0155484	Constructive Playthings	68.64
0155264	Industrial Metal Supply	66.55
0155324	Daniela Thompson	65.49
0155278	Steven Mihatov	65.28
0155251	FishMax.Com LLC	65.00
0155221	Elizabeth Caluag	60.44
0155333	Xpedx Paper & Graphics	60.18
0155522	Sparkletts	59.35
0155408	Hai Pham	57.63
0155257	Fry's Electronics	54.27
0155538	Verizon California	54.07
0155233	Communication Arts	53.00
0155652	Home Depot	52.59
0155377	Follett Higher Education Group Inc #1180	52.36
0155564	Baker & Taylor	51.48
0155558	Air Source Industries Inc	51.35
0155465	AT & T	51.28
0155234	Community College Internal Auditors	50.00
0155237	Consolidated Office Systems	48.78
0155519	Rhino Electric Supply	46.78
0155488	Dunn Edwards Corp	46.22
0155268	Kelly Equipment	46.06
0155579	Eversoft	45.17
0155295	People	44.50
0155613	Diep Pham	42.84
0155464	AT & T	42.82
0155207	Automatic Sync Technologies LLC	42.55
0155429	Dejah Swingle	40.72
0155210	Beautiful Decay	39.99
0155515	Pitney Bowes Presort Services Inc	37.60
0155592	ICS Service Co Inc	37.00
0155298	Print Magazine	34.95
0155611	ODE	34.95
0155267	Thomas Juno	33.76
0155641	Time Warner Cable	32.16
0155539	VMI Inc	32.09
0155640	The Gas Co	31.99
0155353	Mary Avalos	30.91
0155461	AT & T	30.53

0155401	Mutual Liquid Gas & Equipment	30.00
0155263	How Magazine	29.96
0155275	Metropolis	29.95
0155536	USA Mobility Wireless Inc	29.54
0155559	Alan's Lawnmower & Garden Ctr Inc	27.24
0155467	AT & T	26.32
0155250	Fiber Arts	26.00
0155294	Paste Magazine	24.99
0155560	Amazon.com	24.90
0155688	Vision Service Plan	24.05
0155307	Sew News	23.98
0155459	AT & T	23.06
0155533	Turf Star Inc	20.75
0155415	Prudential Overall Supply Co	19.48
0155334	Home Depot	19.42
0155414	Prudential Overall Supply Co	19.11
0155309	Sims-Orange Welding Supply Inc	18.54
0155403	Hung Nguyen	16.75
0155418	Kiran Rami	16.75
0155416	Prudential Overall Supply Co	16.28
0155400	April Millikan	15.91
0155320	The Gas Co	15.90
0155317	Surfer Magazine	14.97
0155615	Pitney Bowes Presort Services Inc	14.33
0155392	LabWest Inc	14.25
0155228	CDWG	13.54
0155206	AT & T	13.41
0155602	Ron Miller	12.00
0155504	Lynberg & Watkins	11.75
0155570	CDWG	11.70
0155562	AT & T	10.98
0155243	Elle Subscription Dept	9.00
0155586	Good Housekeeping Magazine	7.97
0155276	Metropolitan Home	7.00
0155273	Martha Stewart Living	4.95
0155384	Henry Schein Inc	3.81

Total**\$ 2,991,209.70**

19. Check List for General Obligation Bond Fund

Subject **19.01 Check List for General Obligation Bond Fund**
Meeting May 18, 2011 - Regular Meeting
Category 19. Check List for General Obligation Bond Fund
Access Public
Type Consent
Rita Jacobson

File Attachments

[CheckApprovalBond.pdf \(33 KB\)](#)

NUMBER	NAME OF VENDOR	AMOUNT
0155667	LPA Inc	252,532.62
	CCC Land development	
0155663	Fujifilm Medical Systems USA Inc	96,488.44
	OCC Bldg CHS & lab Sciences	
0155669	Philips Healthcare	82,931.85
	ABC Allied Health HeartSmart Monitor	
0155546	CW Driver	74,386.00
	CCC Newport Beach Learning Center Construction	
0155668	MS Rouse Co	62,100.00
	OCC Upgrade Student Center Renovation	
0155672	Siemens Water Technologies Corp	41,271.79
	OCC ABC Bldgs High Purity Water System	
0155654	Best Contracting Services Inc	34,957.00
	ABC Bldg Category -H- Sheet Metal	
0155664	Industry Coatings	33,328.00
	ABC Bldg Category -N- Painting	
0155662	Fisher Scientific	28,109.05
	OCC-ABC Bldgs Biology Instructional Supplies	
0155666	ISEC	26,264.00
	OCC Bldg CHS & lab Sciences	
0155548	LPA Inc	23,640.07
0155675	Wards Natural Science	8,688.80
0155657	Castagna Awnings	8,686.49
0155653	Anderson Charnesky Structural Steel Inc	8,685.00
0155661	Dennison Electric Inc	8,128.00
0155547	GCI Construction Inc	7,051.30
0155665	IngMar Medical Ltd	5,413.48
0155438	Continental Plumbing Inc	4,850.00
0155549	Mopec Inc	4,847.92
0155671	Professional Plumbing Inc	4,625.00
0155440	Titan Environmental Solutions Inc	3,650.00
0155550	MTGL Inc	2,730.90
0155673	Steele Supply Co	2,068.81
0155659	CW Driver	1,722.78
0155658	Continental Plumbing Inc	1,549.00
0155656	C2 Reprographics	1,034.54
0155660	Dell Higher Education	1,026.26
0155439	Times Community News	700.00
0155670	Pocket Nurse	694.00
0155676	Wards Natural Science	476.98
0155655	C2 Reprographics	351.15
0155545	Construction Testing & Engineering Inc	250.00

0155674	Tri-Anim Health Services	154.31
	Total	<u>\$ 865,633.54</u>

20. Authorization for Special Payments

Subject	20.01 DIS - Authorization for Special Payment
Meeting	May 18, 2011 - Regular Meeting
Category	20. Authorization for Special Payments
Access	Public
Type	Consent

It is recommended that authorization be given for the following special payment:

Payment of \$6720.00 to Gutierrez, Pedro, CCC, Instructor, for the period 08/27/07 to 12/16/07, assignment missed due to the resignation of the Dean.

DISCUSSION CALENDAR

(Green Pages)

The following Discussion Calendar 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.

21. Approval of Agreements

Subject	21.01 CCC - Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department's Share of the Telephone Service Costs at the Orange County One-Stop Center.
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department's Share of the Telephone Service Costs at the Orange County One-Stop Center

1. Background: The Coast Community College District/Orange County One-Stop Center has requested that the Employment Development Department pay its fair share of costs for using the District proprietary telephone system instruments for use at the One-Stop Center facility located in Irvine.

2. Goal/Purpose: To provide telephone services to the staff and the public that enhances the Employment Development Department services currently offered at the One-Stop Center in Irvine.

3. Comments (if any): None

4. Recommendation Statement: After review by the President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the State of California Employment Development Department and the Coast Community College District/One-Stop Center to provide telephone instruments at cost for the terms commencing on May 1, 2011 through June 30, 2013, for the total amount of \$11,875. The Board President, or designee, is authorized to sign the Agreement. (See EDD Telephone Irvine Attachment #3)

5. Fiscal Review and Impact: From May 1, 2011 through June 30, 2013, revenue received in the total amount of \$11,875.

File Attachments

[EDD Telephone Irvine.pdf \(166 KB\)](#)

Subject	21.02 CCC - Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department's Share of the Telephone Service Cost at the Orange County One-Stop Center.
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve an Agreement between the State of California Employment Development Department and the Coast Community College District/Orange County One-Stop Center for the Purpose of Reimbursing the District for Employment Development Department's Share of the Telephone Service Cost at the Orange County One-Stop Center.

1. Background: The Coast Community College District/Orange County One-Stop Center has requested that the Employment Development Department pay its fair share of costs for using the District proprietary telephone system instruments for use at the One-Stop Center facility located in Westminster.

2. Goal/Purpose: To provide telephone services to the staff and the public that enhances the Employment Development Department services currently offered at the One-Stop Center in Westminster.

3. Comments (if any): None

4. Recommendation Statement: After review by the President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between the State of California Employment Development Department and the Coast Community College District/One-Stop Center to provide telephone instruments at cost for the term commencing on May 1, 2011 through June 30, 2013, in the total amount of \$9,656. The Board President, or designee, is authorized to sign the Agreement. (See EDD Telephone Westminster Attachment #4)

5. Fiscal Review and Impact: From May 1, 2011 through June 30, 2013, revenue received in the total amount of \$9,656.

File Attachments

[EDD Telephone Westminster.pdf \(169 KB\)](#)

Subject **21.03 CCC - Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center to Extend the Term of Leased Space Including an Incremental Rent Increase by the Employment Development Department for the Purpose of Providing Services at the Orange County One-Stop Center – Irvine Site.**

Meeting May 18, 2011 - Regular Meeting

Category 21. Approval of Agreements

Access Public

Type Action

Approve an Amendment between the State of California Department of General Services and the Coast Community College District/One-Stop Center to Extend the Term of Leased Space Including an Incremental Rent Increase by the Employment Development Department for the Purpose of Providing Services at the Orange County One-Stop Center – Irvine Site.

1. Background: The State of California Employment Development Department wishes to extend the term of the lease agreement including an incremental rent increase for office space at the Orange County One Stop Center – Irvine to provide programs required by the Department.

2. Goal/Purpose: To provide Employment Development services to the public offered at the One-Stop Center.

3. Comments (if any): None

4. Recommendation Statement: After review by the President and District General Counsel, it is recommended by the Chancellor that the Board approve the Amendment to an Agreement between the State of California Department of General Services and the Coast Community College District/One-Stop Center to extend the term of the lease agreement until February 1, 2015, with incremental yearly increases in monthly rent per agreement. The Board President, or designee, is authorized to sign the Amendment to the Agreement. (See EDD Irvine Lease Amendment 1 Attachment #5) (Prior Board Approval: 5-4-05)

5. Fiscal Review and Impact: Monthly rent based on the incremental yearly increases from February 1, 2010 through February 1, 2015 per agreement.

File Attachments

[EDD Irvine Lease Amendment 1.pdf \(779 KB\)](#)

Subject **21.04 DIS - Authorization to Enter into a Data Release Agreement with United Healthcare Insurance Company, to facilitate participation in the Early Retiree Reinsurance Program whereby the United States Department of Health and Human Services (HHS) will provide reimbursements to the Coast Community College District.**

Meeting May 18, 2011 - Regular Meeting

Category 21. Approval of Agreements

Access Public

Type

Authorization to Enter into a Data Release Agreement with United Healthcare Insurance Company, to Facilitate Participation in the Early Retiree Reinsurance Program whereby the United States Department of Health and Human Services (HHS) will Provide Reimbursements to the Coast Community College District

1. Background Information: The Coast Community College District provides retirees and their eligible dependents with medical coverage. From June 23, 2010, until January 1, 2014, the Affordable Care Act creates a reinsurance program for employers who provide insurance to early retirees from age 55 to 65 that are not otherwise eligible for Medicare. The Early Retiree Reinsurance Program will provide much-needed financial relief for employers so retirees can receive quality, affordable insurance. Recent changes in federal regulations require submission of plan data on a quarterly basis. It is estimated participation in the program could produce reimbursements of \$1,453,586 for year one and \$2,585,829 for year two.

2. Goal/Purpose: Receive reimbursements from the United States Department of Health and Human Services through participation in the Early Retiree Reinsurance Program.

3. Comments:

4. Recommendation Statement: After review by the Vice Chancellor for Human Resources, it is recommended by the Chancellor that the Board of Trustees approve the Agreement with United Healthcare Insurance Company to compile and submit the District's electronic data to HHS. Disbursements from the HHS will be closely monitored to determine the District's continuing participation in the Early Retiree Reinsurance Program. It is further recommended that the Board President, or designee, be authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

(See Attachment # 6)

5. Fiscal Impact: \$32,000 per quarter.

File Attachments

[Data Release Agreement 5-18-11 Board.pdf \(243 KB\)](#)

Subject **21.05 OCC - Approve Agreement between The Regents of the University of California, a California public corporation, on behalf of its Recreation Department at the Santa Barbara Campus (UCSB) and the Coast Community College District (CCCD) for the purpose of transporting one OCC rowing shell to and from Gainesville, Georgia.**

Meeting May 18, 2011 - Regular Meeting

Category 21. Approval of Agreements

Access Public

Type Action

Approve Agreement between The Regents of the University of California, a California public corporation, on behalf of its Recreation Department at the Santa Barbara Campus (UCSB) and the Coast Community College District (OCC) for the purpose of transporting one OCC rowing shell to and from Gainesville, Georgia.

Background: The OCC Women's Crew team will be rowing in the American Collegiate Rowing Championship in Gainesville, Georgia from May 27-29, 2011.

Goal/Purpose: Provide timely and cost effective transportation for the women's eight-oared racing shell.

Comments (if any): Being able to transport the boat on the USCB trailer will save time and money for the OCC team.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the Agreement between The Regents of the University of California, a California public corporation, on behalf of its Recreation Department at the Santa Barbara Campus (UCSB) and the Coast Community College District (CCCD) for the purpose of transporting one OCC rowing shell to and from Gainesville, Georgia. The Agreement outlines the responsibilities of both parties. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Attachment #7)

Fiscal Review and Impact: \$150 payable to USCB and proof of insurance.

File Attachments

[Agreement II 699 I A40.docx \(22 KB\)](#)

Subject	21.06 DIS - Approve Agreement between Beijing Normal University Zhuhai (BNUZ), U.S./China Entrepreneur Exchange Association (US/CEEA), and the Coast Community College District (CCCD) for the 1+1+2 University Transfer Program to Increase International Student Enrollment and Assist International Students with their Transfer from a Coast College to a U.S. Accredited University
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Discussion

Approve Agreement between Beijing Normal University Zhuhai (BNUZ), U.S./China Entrepreneurs Exchange Association (US/CEEA), and the Coast Community College District (CCCD) for the 1+1+2 University Transfer Program to Increase International Student Enrollment and Assist International Students with their Transfer from a Coast College to a U.S. Accredited University

Background: Coast Community College District (CCCD), in cooperation with Beijing Normal University Zhuhai (BNUZ) and U.S./China Entrepreneurs Exchange Association (US/CEEA), is committed to global education and has instituted a program for international students—the 1+1+2 University Transfer Program. With comprehensive planning over the past year, the District has formed a partnership with BNUZ and US/CEEA to form the 1+1+2 Program which will permit students to complete their first year of college work at BNUZ and their second year of college work at a CCCD College. Upon completion of the transfer requirements required by the transfer university, they will then transfer to an accredited university in the USA. The first cohort of students from the 1+1+2 Program will start at BNUZ in Fall 2011 and enroll at a Coast College in Fall 2012. The total estimated enrollment for CCCD will be 100-150 students.

Goal/Purpose: The 1+1+2 Program promotes international education exchanges from an international partnering university, BNUZ, and will draw international students to the Coast Colleges. This will permit for additional classes, programs, services and international education opportunities for faculty and students. It will also enable our indigenous students to experience students from other countries and cultures. In addition, it will provide significant 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 Beijing Normal University Zhuhai, U.S./China Entrepreneurs Exchange Association, and the Coast Community College District to increase international student enrollment and assist international students with their transfer from a Coast College to an accredited university. 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 #8)

Fiscal Review and Impact: The annual income to the district from the 1+1+2 University Transfer Program students will be \$3,296.00 per student in this program based on 12 units of academic load and current non-resident tuition rate.

File Attachments

[BNUZ Agreement Rev051111.pdf \(50 KB\)](#)

Subject	21.07 Approval of Employment Agreement, Interim Vice President Student Services & Economic Development, CCC
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

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

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve a new employment agreement with Lois Y. Wilkerson, CCC, Interim Vice President Student Services & Economic Development, effective July 1, 2011 through June 30, 2012. Compensation to be \$12,537.92 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication approval by the Board of Trustees. (See Attachment # 9)

File Attachments

[WILKERSON INTERIM 5-18-11 BOARD.pdf \(35 KB\)](#)

Subject	21.08 Approval of Employment Agreement, Interim Administrative Director, Workforce & Economic Development, CCC
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement Interim Administrative Director, Workforce & Economic Development

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve a new employment agreement with Sallie Ann Salinas-Rumps, CCC, Interim Administrative Director, Workforce & Economic Development effective May 19, 2011 through November 19, 2011. Compensation to be \$8,724.45 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication approval by the Board of Trustees. (See Attachment #10)

File Attachments

[SALINAS-RUMPS INTERIM 5-18-11 BOARD.pdf \(35 KB\)](#)

Subject	21.09 OCC - Approve Standard Agreement between Pat Moore Foundation and the Coast Community College District for the purpose of providing an additional site for students to do fields work (Psychology 245) for the Mental Health Worker Career Certificate
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Standard Agreement between Pat Moore Foundation and the Coast Community College District for the purpose of providing an additional site for students to do field work (Psychology 245) for the Mental Health Worker Career Certificate.

Background: The Mental Health Worker Field Experience program allows students to gain real world experience by working in an approved Mental Health Facility. The Work Field Experience is a requirement of the Mental Health Program. The site meets the standards of the program and appropriate course outline.

Goal/Purpose: To provide an additional site for students to carry out the mental health worker field work requirement.

Recommendation Statement: After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approves the Agreement between Pat Moore Foundation and the Coast Community College District for the purpose of providing an additional site for students to carry out the Mental Health Worker Field Work requirement.

Fiscal Impact: No Cost to the College. The Pat Moore Foundation is not charging the district for the privilege of using their site for the field work part of the Mental Health Worker program.

Subject	21.10 GWC - Approve Standard Independent Contractor Agreements between the Contractors Listed Below and the Coast Community College District for Administration and Coordination of Exams
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Standard Independent Contractor Agreements between the Contractors Listed Below and the Coast Community College District for Administration and Coordination of Exams

1. Background Information: The Regional Testing Center was established in 1992 as part of a Community College Grant. It is now self supporting through test fees paid by the applicants. The purpose of the center is to assist students with completing their educational goals of becoming a Certified Nurse Assistant. The testing center collaborates with your educational facility, professional testing companies and certifying boards to provide access to required certifying exams.

2. Goal/Purpose: To administer and coordinate the Certified Nurse Assistant exam to persons meeting state eligibility requirements.

3. Comments (if any): These standard independent contractor agreements are being included in the action pages due to their large dollar amounts.

4. Recommendation Statement: After review by the College President, it is recommended by the Chancellor that the Board approve the standard independent contractor agreements between the contractors listed below and the Coast Community College District for administration and coordination of the Certified Nurse Assistant exam, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the agreements and any related documents, indicating approval by the Board of Trustees.

5. Fiscal Impact: Contracts will be paid the amounts listed below, as invoiced per exam date, from RHORC RTC Trust funds. Fees for exams will be collected as follows: \$22 per manual exam, \$10 per written exam, \$15 per oral exam and \$15 per rescheduled manual exam.

Care Training Services c/o Vidella Waller	\$100,000
Health Education Consultants c/o Joyce Bowden	\$80,000
Envision Education c/o Wendy Deras	\$50,000
Leora DeBoer	\$50,000
Mary Louise Conley	\$50,000
Kirsten Hime-Griffin	\$45,000

Subject	21.11 GWC - Approval of Standard Agreement between Kelly Thompson and the Coast Community College District for Printing
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Standard Agreement between Kelly Thompson and the Coast Community College District for Printing

1. Background Information: Kelly Thompson provides high quality printing, binding, and mailing 230,000 copies of the Community Services Calendar of Events three times a year.

2. Goal/Purpose: To provide high quality calendars that are mailed to the households in the surrounding cities. The publication increases awareness in the community regarding the new and on-going programs that are offered to further expand careers and personal development. This awareness results in increased registration in our programs, which in turn increases revenue.

3. Comments (if any): This standard agreement is being included in the action pages due to its large dollar amount.

4. Recommendation Statement: After review by the College President, it is recommended by the Chancellor that the Board approve the standard independent contractor agreement between Kelly Thompson and the Coast Community College District for printing of the GWC Community Services Calendar of Events, from June 16, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the agreement and any related documents, indicating approval by the Board of Trustees.

5. Fiscal Impact: \$90,000 paid from Community Services funds.

Subject	21.12 Approval of Employment Agreement, Interim Vice President Student Services, GWC
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement, Interim Vice President Student Services, GWC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve a new employment agreement with Stanley E. Francus, GWC, Interim Vice President Student Services, effective June 1, 2011 through June 15, 2011. Compensation to be \$12,519.666 per month based on the appropriate step placement. The Board President, or designee, is authorized to sign the Agreement and any related documents, indication approval by the Board of Trustees. (See Attachment #11)

File Attachments

[FRANCUS INTERIM 5-18-11 BOARD.pdf \(34 KB\)](#)

Subject	21.13 GWC - Approve Non-Standard Agreement between Apple Computers, Inc. and the Coast Community College District for Equipment Installation
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Non-Standard Agreement between Apple Computers, Inc. and the Coast Community College District for Equipment Installation

1. Background Information: Installation of a new, stand alone, highly specialized advanced video editing network

2. Goal/Purpose: New video production equipment installation in the new Learning Resource Center

3. Comments (if any): General Counsel had concerns around the limitation of liability. Administration has 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 Apple Computer Inc. and the Coast Community College District for installation of video equipment, from May 18, 2011 through December 31, 2011. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Apple Computers Inc. Agreement, Attachment #12)

5. Fiscal Impact: No cost to the college (purchase of the equipment was previously Board approved and paid for.)

File Attachments

[Apple Computers Inc. Agreement.pdf \(134 KB\)](#)

Subject	21.14 Approval of Employment Agreement, Interim Vice President Administrative Services, CCC
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approval of Employment Agreement, Interim Vice President Administrative Services, CCC

After review by the Vice Chancellor of Human Resources, it is recommended by the Chancellor that the Board approve the employment agreement with Christine Nguyen, CCC, to serve as Interim Vice President Administrative Services, effective July 1, 2011 through June 30, 2012. Compensation to be \$10,720.17 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

[INTERIM CONTRACT - Christine Nguyen 7-1-11.pdf \(14 KB\)](#)

Subject	21.15 GWC - Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Video Streaming

1. Background Information: A six-segment monthly videotape of updated information provided by two judges and one Special Counsel of the Los Angeles County District Attorney's office is mailed to the Police Officers Standards and Training Office in Sacramento. In addition, the segments are archived and video streamed online for law enforcement agencies.

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

3. Comments (if any): General Counsel had concerns regarding the limitation of liability provision. Administration has carefully considered the risks/liability against other factors and, since this contract includes the corrections to the limitation of liability as suggested by Counsel and approved by the Board last year, 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 Streaming Media Hosting and the Coast Community College District for online video streaming of the P.O.S.T. Case Law Today series, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Streaming Media Hosting – POST Agreement, Attachment #14)

5. Fiscal Impact: One time annual payment of \$10,799.40 to be paid from NMC Auxiliary funds.

File Attachments

[Streaming Media Hosting - POST Agreement.pdf \(60 KB\)](#)

Subject	21.16 GWC - Approve Non-Standard Agreement between Streaming Media Hosting and Coast Community College District for Online Instructional Materials
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Non-Standard Agreement between Streaming Media Hosting and the Coast Community College District for Online Instructional Materials

1. Background Information: With the implementation of the course management system Blackboard for all online courses, as well as all supplemental courses, the materials instructors are requesting to have posted online for students is increasing. Many of the courses currently have videos for supplemental material, which takes up a tremendous amount of storage space. Due to accessibility requirements, it is essential that supplemental materials are available to all students, both on campus and online.

2. Goal/Purpose: Unfortunately, our current course management system, Blackboard, increases the cost of service for more available space. Outsourcing for the additional space to post supplemental materials is a cost saving measure, and during the current economic situation is saving the District over the next fiscal year.

3. Comments (if any): General Counsel had concerns regarding the limitation of liability provision. Administration has carefully considered the risks/liability against other factors and, since this contract includes the corrections to the limitation of liability as suggested by Counsel and approved by the Board last year, 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 Streaming Media Hosting and the Coast Community College District for additional instructional material to be posted online, from July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See Streaming Media Hosting - Instructional Materials Agreement, Attachment # 15)

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

File Attachments

[Streaming Media Hosting - Instructional Materials Agreement.pdf \(256 KB\)](#)

Subject	21.17 GWC - Approve Non-Standard Agreement between SchoolsFirst Credit Union and the Coast Community College District for ATM Services
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Action

Approve Non-Standard Agreement between SchoolsFirst Credit Union and the Coast Community College District for ATM Services

1. Background Information: Golden West has worked closely with SchoolsFirst to provide ATM services in the past and are looking to enter a new contract that would continue this partnership.

2. Goal/Purpose: This agreement will provide ATM services to the campus and surrounding community. This agreement will provide a revenue source to the campus in the form of 50% of surcharges imposed on non-members.

3. Comments (if any):

4. Recommendation Statement:After review by the College President and District General Counsel, it is recommended by the Chancellor that the Board approve the agreement between SchoolsFirst Credit Union and the Coast Community College District for ATM services, from May 19, 2011 through May 18, 2016. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. (See SchoolsFirst Agreement, Attachment # 16)

5. Fiscal Impact: Revenue source dependent upon non-member use of ATM.

File Attachments

[Schools First Agreement.pdf \(133 KB\)](#)

Subject	21.18 Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students, and Provide Support Services for Transfer to a CCCD College
Meeting	May 18, 2011 - Regular Meeting
Category	21. Approval of Agreements
Access	Public
Type	Discussion

Approve Agreement between U.S. College Compass (USCC) and the Coast Community College District (CCCD) to Recruit and Increase CCCD Enrollment for International Students, and Provide Support Services for Transfer to a CCCD College.

Background: Coast Community College District (CCCD) is partnering with international universities on a number of programs in increasing international students and educational exchanges. U.S. College Compass 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 U.S. College Compass in order to increase CCCD international student enrollment through recruitment.

Goal/Purpose: This program will draw international students to the Coast Colleges. USCC'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 U.S. College Compass 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 # 30 to follow)

Fiscal Review and Impact: The annual income to the district from this partnership will be \$3,296.00 to \$3,796.00 per enrolled student based on 12 units of academic load and the number of enrollments.

22. Buildings and Grounds Approvals

Subject	22.01 Approve Change Order No. 5: Orange Coast College Consumer Health & Science Building New Construction (ABC Building); Bid 1965
Meeting	May 18, 2011 - Regular Meeting
Category	22. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Approve Change Order No. 5; 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 seven (7) of the contracts awarded under Bid No. 1965 and conclude 15 of the 19 total contracts for this project. Final negotiations are ongoing with three (3) contractors and additional close-out change orders will be presented at the June Board meeting. One contractor, FM & Sons, is pursuing formal action against the District.

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. 5 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.

DMA Greencare Contracting, Inc. – Category B – Landscape/Irrigation

Final Contract Closeout:

Final negotiated contract settlement \$ 7,412.00

Contract Amount: \$254,849.00 (C.O. 5: 2.91% Increase;

Total Change Orders: \$7,412.00 (2.91% Increase)

Anderson Charnesky Structural Steel Inc. – Category E – Steel

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 29,788.00>

Contract Amount: \$3,360,378.00 (C.O. 1: 4.88% Increase)
(C.O. 5: .89% Decrease)
Total Change Orders: \$134,231.00 (3.99% Increase)

ISEC – Category F – Finish Carpentry/Lab Furnishings & Equipment

Final Contract Closeout:

Final negotiated contract settlement \$ 36,247.00

Contract Amount: \$1,395,402.00 (C.O. 5: 2.60% Increase;
Total Change Orders: \$36,247.00 (2.60% Increase)

Heinaman Contract Glazing – Category I – Glass & Glazing

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$ 87,897.00>

Contract Amount: \$2,380,780.00 (C.O. 5: 3.69% Decrease)
Total Change Orders: <\$87,897.00> (3.69% Decrease)

Richard & Richard Construction Co., Inc. – Category J – Drywall/Plaster/
Framing/Fireproofing/Doors/Hardware

Change Order Reconciliation through May 2011: \$ 156,499.00

Contract Amount: \$2,668,000.00 (C.O. 5: 5.87% Increase)
Total Change Orders: \$156,499.00 (5.87% Increase)

Elljay Acoustics, Inc. – Category L – Acoustical Ceilings

Final Contract Closeout:

Final negotiated contract settlement \$ 44,633.00

Contract Amount: \$454,470.00 (C.O. 5: 9.82% Increase)
Total Change Orders: \$44,633.00 (9.82% Increase)

Industry Coatings – Category N – Painting

Final Contract Closeout:

Outstanding contractor costs less unused allowance <\$104,843.00>

Contract Amount: \$392,945.00 (C.O. 5: 26.68% Decrease)
Total Change Orders: <\$104,843.00> (26.68% Decrease)

RVH Constructors Inc. - Category O – Project Specialties/Toilet Partitions/Signage

Final Contract Closeout:

Final negotiated contract settlement \$ 14,535.00

Contract Amount: \$480,000.00 (C.O.5: 3.03% Increase)

Total Change Orders: \$14,535.00 (3.03% Increase)

Fiscal Impact: \$36,798.00 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Consumer Health & Science Building
(ABC Building)

File Attachments

[Bid 1965.pdf \(669 KB\)](#)

Subject 22.02 Bid Tabulations and Award of Contract: Orange Coast College Baseball Entry-Athletic Field Support Complex; Bid No. 1996

Meeting May 18, 2011 - Regular Meeting
Category 22. Buildings and Grounds Approvals
Access Public
Type Discussion

Bid Tabulations and Award of Contract: Orange Coast College Baseball Entry/Athletic Field Support Complex; Bid No. 1996

1. Background:

This bid seeks to award a construction contract to one General Contractor for the construction of a 950 square foot building complex at the Orange Coast College Baseball Field. This complex will include a men's' restroom, women's' restroom, and combined ticket booth/concession area. This project has been approved by the Division of State Architects (DSA) and will be constructed in accordance with all DSA requirements and procedures.

2. Goal/Purpose:

Construction of an entry/athletic support complex at the OCC Baseball Field.

3. Comments:

The OCC baseball team, in conjunction with the College Foundation, have collaborated on a long-standing fundraising effort for this project. This effort has raised an estimated \$350,000 contribution toward the project. The campus Facilities Committee recently approved a proposal to supplement the funding shortfall with Measure C funds.

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. Nine (9) bid packages were delivered or picked up by prospective bidders. Three (3) bids were received.

The bids were opened on April 25, 2011 for the Orange Coast College Baseball Entry/ Athletic Field Support Complex; Bid No. 1996.

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 H.C Olsen Construction Co., Inc. as the lowest qualified base bid of \$593,999.00 as shown below, and that the President of the Board of Trustees, or designee, be authorized to sign the contract documents.

Base Bid

- | | | |
|----|--|-----------|
| 1. | H.C. Olsen Construction Co., Inc.
710 E. Los Angeles Avenue, Monrovia, CA 91016 | \$593,999 |
| 2. | Sanders Construction Services, Inc., Lake Forest,
CA 92630 | \$604,000 |

3. Faris Construction Company, Oceanside, CA 92054 \$620,000

Fiscal Impact: \$593,999

(OCC Foundation & Measure C Funds)
Master Plan Approved Project
OCC Baseball Entry/Athletic
Field Support Complex

Subject	22.03 Authorization to Purchase Classroom and Office Furniture for Orange Coast College Classroom Refurbishment Project, using the Department of General Services, County of Orange, California Multiple Award Schedule (CMAS), and the US Communities Contract
Meeting	May 18, 2011 - Regular Meeting
Category	22. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Authorization to Purchase Classroom and Office Furniture for Orange Coast College Classroom Refurbishment Project, using the Department of General Services, County of Orange, California Multiple Award Schedule (CMAS) and the US Communities Contracts.

1. Background:

Public Contract Code Section 20652 provides authority for the governing boards of any community college district without advertising for bids, the use of other public agencies contracts for the lease or purchase of equipment when the Board has determined it to be in the best interest of the District.

Architecture design services by Dougherty & Dougherty Architects LLP and the Orange Coast College Furniture Selection Committee have reviewed and approved recommendation to purchase furniture and installation from the following, Workplace Resource, Herman Miller, Exemplis, Virco, and KI products Utilizing CMAS No. CMAS-4-09-71-0075B, CMAS-4-71-0092A, and US Communities Contract No. RQ07-878957-20A

2. Goal/Purpose:

To provide Orange Coast College with Classroom and Office Furniture

3. Comments:

None

4. Recommendation Statement:

After review by the Vice President, OCC Administrative Services, Director of Purchasing and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board authorize the purchase of classroom and office furniture and the installation using the above volume contracts.

5. Fiscal Impact: \$490,000.00 (Measure C - General Obligation Bond Fund & 08/09 State Capital Outlay)

Master Plan Approved Project
OCC Upgrade Campus Classrooms
OCC Classroom Refurbishment Project

Subject **22.04 Authorization to Purchase One Hundred Seventy-Five (175) Dell and Five (5) Apple Computers for the Orange Coast College Business Education/Math Wing Remodel Project using the Western States Contracting Alliance (WSCA) Master Price Agreement and Apple's Collegiate Purchase Program (CPP) Agreement**

Meeting May 18, 2011 - Regular Meeting

Category 22. Buildings and Grounds Approvals

Access Public

Type

Authorization to Purchase One Hundred Seventy Five (175) Dell and Five (5) Apple computers for the Orange Coast College Business Education\Math Wing Remodel Project using the Western States Contracting Alliance (WSCA) Master Price Agreement and Apple's Collegiate Purchase Program (CPP) Agreement.

1. Background.

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

On June 18, 2003, the Board approved the staff recommendation to set a District standard using Dell computer equipment. This updated request is to continue the use of Dell as a standard. On June 25, 1997 the Board approved Apple Computer, Inc as a sole source supplier of Apple computers since Apple has limited distribution channels to educational institutions. As noted before, the procurement of Dell and Apple computers will provide a higher level of service with the latest technology and a substantial cost saving for the District.

2. Goal/Purpose:

The computers will be used in classrooms, labs, and faculty/staff offices in the Business Education Division and the Math department.

3. Comments:

None.

4. Recommendation Statement:

After review by the Senior Director of Technology at Orange Coast College, Manager of Purchasing and the Vice Chancellor of Education Services and Technology, it is recommended by the Chancellor that the Board authorize the Manager of Purchasing to issue a purchase order for Dell computers using the WSCA Master Agreement and Apple computers using Apple's Collegiate Purchase Program (CPP).

5. Fiscal Impact: \$225,000.00

(Measure C-General Obligation Bond Fund &
08/09 State Capital Outlay)
Master Plan Approved Project
OCC Upgrade Campus Classrooms
OCC Classroom Refurbishment Project

Subject	22.05 Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services; Orange Coast College Baseball Field Restroom Complex
Meeting	May 18, 2011 - Regular Meeting
Category	22. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Approve Standard Professional Services Agreement with UCMI, Inc. for Inspection Services; Orange Coast College Baseball Entry/Athletic Field Support Complex

1. Background:

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

Inspection of all portions of the construction for compliance with the DSA approved construction documents
Identification, documentation, and reporting of deviations in the construction from the approved construction documents

Submittal of verified observation reports to DSA for duration of the project.

2. Goal/Purpose

Ensure compliance with Title 24 construction regulations and the Division of State Architect approved construction documents.

3. Comments

None

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 Inspection Services for the Orange Coast College Baseball Entry/Athletic Field Complex pursuant to the Districts' Standard Professional Services Agreement.

Fee for Inspection Services: \$60,666.67

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

Fiscal Impact: \$60,666.67 (OCC Foundation & Measure C Funds)
Master Plan Approved Project
OCC Baseball Entry/Athletic Field Support Complex

(See Attachment #18)

File Attachments

[UCMI Baseball Athletic.pdf \(1,220 KB\)](#)

Subject	22.06 Approve Standard Professional Services Agreement with UCMI, Inc. for Project Oversight; Orange Coast College Classroom Refurbishment Project
Meeting	May 18, 2011 - Regular Meeting
Category	22. Buildings and Grounds Approvals
Access	Public
Type	Discussion

Approve Standard Professional Services Agreement with UCMI, Inc. for Project Oversight; Orange Coast College Classroom Refurbishment Project

Background

As awarded on May 4, 2011, this project includes the refurbishment of 10 interior-campus buildings, which comprise the Math, Science, and Business Education complexes. This project will allow the facilities to continue serving an instructional capacity pending future construction of the Interdisciplinary Complex. This project is scheduled to be completed during the summer break and return to full service for the fall semester, and such an effort will require continuous oversight, coordination, and direction from the campus. It is recommended that UCMI be contracted to serve in this capacity, due to their familiarity with campus processes and success on similar projects in the past (OCC Social Science Modernization).

Goal/Purpose

Modernize/upgrade existing instructional facilities pending future master planned construction.

3. Comments

None

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 project oversight of the Orange Coast College Classroom Refurbishment Project pursuant to the Districts' Standard Professional Services Agreement.

Fee for project management 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	(Measure C – General Obligation Bond Fund)
	Master Plan Approved Project
	OCC Upgrade Campus Classrooms
	OCC Classroom Refurbishment Project

(See Attachment #19)

File Attachments

[UCMI Refurb.pdf \(1,217 KB\)](#)

Subject **22.07 Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Preparation of Final Project Proposals for Orange Coast College and Golden West College Building/Facilities Program Implementation for 2010-2011**

Meeting May 18, 2011 - Regular Meeting

Category 22. Buildings and Grounds Approvals

Access Public

Type Discussion

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

Background

At the May 4, 2011 Board meeting, the Board heard an informational presentation regarding the District's Vision 2020 Facilities Master Plan. As outlined in the plan, the District is actively pursuing external revenue resources in order minimize the "net cost" in realizing our Vision. One such opportunity is to maintain our continued pursuit of state Capital Outlay Budget Program (COBP) funds in which the State would grant between 50% – 70% of the total project cost.

After consultation with each campus it has been determined that the following projects be prioritized for State funding consideration:

Final Project Proposals (2013-2014 funding):
Orange Coast College Language Arts & Social Science Bldg
Golden West College Criminal Justice Training Center

Initial Project Proposals:
Coastline Le-Jao Center Expansion (addition of student support area)
Orange Coast College Maritime Academy
Orange Coast College Chemistry Renovation/Expansion
Golden West College Language Arts Complex

Goal/Purpose

Submission of FPPs/IPPs for consideration of State Capital Outlay Budget Program (COBP) grant funding.

Comments

None

Recommendation Statement

After review by the respective Vice Presidents of Administrative Services, Assistant Director of Facilities, Planning and Construction and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that authorization be given to employ Cambridge West Partnership, LLC for the preparation and oversight of State funding proposals pursuant to the District's Standard Independent Contractor Agreement. The scope of work is described in the Scope of Work document attached to each Trustee's agenda.

The fees for services will be as follows:

FPP Resubmittal: OCC Language Arts & Social Science	\$12,000
FPP Resubmittal: GWC Criminal Justice Training Center	\$12,000
New IPP: CCC Le-Jao Center Expansion	\$10,000
IPP Rollover: OCC Maritime Academy	\$0.00
IPP Rollover: OCC Chemistry Renovation/Expansion	\$0.00
IPP Rollover: GWC Language Arts Complex	\$0.00

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement. (See Agreement #20)

Fiscal Impact: \$34,000 (District Capital Outlay Funds)

File Attachments

[Camrbridge Prep of Final Proposals.pdf \(586 KB\)](#)

Subject **22.08 Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College State Reporting/Long Range Planning for 2011-2012**

Meeting May 18, 2011 - Regular Meeting

Category 22. Buildings and Grounds Approvals

Access Public

Type Discussion

Approve Independent Contractor Agreement with Cambridge West Partnership, LLC; Orange Coast College, Golden West College and Coastline College State Reporting/Long Range Planning for 2011-2012

Background:

As required by the State Chancellors Office, the District must submit an annual space inventory report and five-year capital construction plan in support of the system-wide capital planning efforts.

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

Goal/Purpose:

Annual submission of State Reporting/Long Range Planning documents.

Comments:

None

Recommendation Statement:

After review by the Vice Presidents of Administrative Services, Assistant Director of Facilities, Planning and Construction, and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that authorization be given to employ Cambridge West Partnership, LLC for planning and implementation services for Orange Coast College, Golden West College and Coastline College for 2011-2012.

The scope of service is to include the following tasks:

Formulation and management of the 5-Year (Capital) Construction Plan (5YCP), including:

Oversight of cap/load parameters, distribution and allocation of Weekly Student Contact Hours (WSCH), day-graded enrollments, and full time equivalent faculty (FTEF)

Update of active (existing) projects at the three colleges of the District to reflect current project viability, changes of cost/scope, changes in timelines for completion

Reflect the District's future needs for space and position the District/Colleges favorably for future state funding

Prepare and submit all required documents to the State Chancellor's Office on behalf of Coast Community College District

Represent the District/College on any inquiries, questions, or concerns expressed by the State Chancellor's Office.

Formulation and management of the Report 17 (space inventory) for the 2011-2012 academic year, to include:

- a. Meet with user groups, academic administrative staff, and project management teams relative to changes in room use or physical building changes that have occurred over the past academic year
- b. Conduct room assessments and define room codes for all new buildings and/or room assignment changes.
- c. Assess and mitigate impacts that negatively affect the cap/load ratios in order to position the District favorably for State Capital Outlay Budget Program funding.
- d. Prepare and submit the required Report 17 document to the State Chancellor's Office on behalf of the District.
- e. Represent the District/College on any inquiries, questions, or concerns, expressed by the State Chancellor's Office.

Total for services is \$49,000.

It is further recommended that the President of the Board of Trustees, or designee, be authorized to sign the agreement. (See Attachment #21)

Fiscal Impact: \$49,000 (District Capital Outlay Funds)

File Attachments

[Cambridge OCC GWC.pdf \(586 KB\)](#)

Subject	22.09 Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services
Meeting	May 18, 2011 - Regular Meeting
Category	22. Buildings and Grounds Approvals
Access	Public
Type	Discussion

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.

Argus Contracting
2340 E. Artesia Blvd.
Long Beach CA 90805

23. General Items of Business

Subject	23.01 DIS - Bid Tabulations and Award of the Collection and Disposal of Solid Waste for Coast District: Bid No. 1993
Meeting	May 18, 2011 - Regular Meeting
Category	23. General Items of Business
Access	Public
Type	Action

Bid Tabulations and Award of the Collection and Disposal of Solid Waste for Coast District; Bid No.1993

1. Background:

On April 19, 2011 and April 26, 2011 notices were published in a local newspaper advertising Bid 1993 for the collection and disposal of solid waste for Coast District. Five (5) bids were sent to prospective bidders with four (4) responding.

2. Goal/Purpose:

In 2006, the District bid for the Collection and Disposal of Solid Waste. After five (5) years, another bid was issued in order to maintain a competitive atmosphere among haulers.

3. Comments:

CR& R, Incorporated is currently providing solid waste removal hauling for Coast District and has an excellent track record. In addition to receiving positive feedback from various users, CR & R has also been instrumental in helping the District meet and exceed the solid waste diversion rates established by the State through AB75.

4. Recommendation Statement:

Bids were opened and publicly read on May 3, 2011 for an annual contract for the Collection and Disposal of Solid Waste for Coast District; Bid No. 1993. Additionally, up to four (4) twelve month renewal options are stipulated in the bid. The results are as shown below:

1.	CR&R, Inc. 11292 Western Ave, Stanton, CA 90680	\$51,122.20
2.	Ware Disposal P. O. Box 8206, Newport Beach, CA 92658	\$53,644.30
3.	Republic Waste Services of So Cal, LLC 1131 N. Blue Gum Street, Anaheim, CA 92806	\$60,213.96
4.	Rainbow Disposal Co., Inc. P. O. Box 1026, Huntington Beach, CA 92647	\$78,492.84
5.	Waste Management	No Response

1800 South Grand Ave., Santa Ana, CA 92705

After analysis and review by the Purchasing and Accounts Payable Manager, and the Vice Chancellor of Administrative Services, it is recommended by the Chancellor that the Board award Bid 1993 to CR&R Incorporated for the Collection and Disposal of Solid Waste for Coast District.

Fiscal Impact: \$51,123.00 (Annually) (General Funds)

Subject	23.02 DIS - Approval of Proposed Policy Revision BP 7837, Faculty/Academic Senate Role in Governance
Meeting	May 18, 2011 - Regular Meeting
Category	23. General Items of Business
Access	Public
Type	Discussion

Approval of Proposed Policy Revision BP 7837, Faculty/Academic Senate Role in Governance

After a first reading at the November 3, 2010 Board of Trustees' meeting, the Academic Senate bodies of Coastline Community College, Golden West College, Orange Coast College and participatory governance constituents of Chancellor's Cabinet have reviewed the proposed revised policy (previously Policy #060-1-10), which incorporates suggested changes from the first reading. It is recommended by the Chancellor that the Board review and approve the proposed policy, as presented. (Strikeouts identify text for removal, underscore identified text to be added). (See Attachment #29)

File Attachments

[Board Policy 7837.pdf \(31 KB\)](#)

Subject **23.03 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 18, 2011 - Regular Meeting

Category 23. General Items of Business

Access Public

Type

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.

The 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 Calendars 5-18-11 Board.pdf \(106 KB\)](#)

Subject	23.04 DIS - Approve Coast Community College Vision 2020 Master Plan with Facility, Human Resources, Technology and Finance Supplemental Plans in Support of the District's Ten-Year Vision, Five-Year Plan, with Three-Year Reviews beginning 2013 and Annual Progress Reports in June to the Board of Trustees
Meeting	May 18, 2011 - Regular Meeting
Category	23. General Items of Business
Access	Public
Type	Discussion

Approve Coast Community College District Vision 2020 Master Plan with Facility, Human Resources, Technology and Finance Supplemental Plans in Support of the District's Ten-Year Vision, Five-Year Plan, with Three-Year Reviews beginning 2013 and Annual Progress Reports in June to the Board of Trustees

1. Background

Coast Community College District has engaged its three Colleges in a year-long Vision 2020 master planning process. The Vision 2020 planning was initiated in January, 2010 by the Board of Trustees at its annual planning retreat. Inspiration, Innovation, and Graduation were adopted by the Board of Trustees as Coast District's new motto. The District's new logo, mission and value statements were subsequently adopted by the Board on August 18, 2010. The Master Planning Steering Committee consists of CCCD constituency leaders' district wide. After numerous Steering Committee meetings throughout the year, campus forums, colloquiums, etc., the Board of Trustees reviewed the initial draft on March 16, 2011 during a Study Session on the topic. The Steering Committee worked further to incorporate the suggestions from the Board, campus constituencies, and findings from recent research. The Vision 2020 Master Plan also consists of supplemental sections inclusive of a Technology Plan, Human Resource Plan, Finance Plan, and a Facility Master Plan, all of which support the major themes of the Vision 2020 Master Plan. The Coast Colleges have also been working on the College's own master plan that support the District's vision. The three College plans will be forthcoming to the Board for approval on June 15. The Vision 2020 Master Plan is prepared as a ten-year vision with a five-year plan and three-year review. An annual progress report in June will be submitted to the Board of Trustees.

2. Goal/Purpose

The Vision 2020 Master Plan will serve as the blueprint for Coast District advancement and improve Coast Colleges' student success. The supplemental plans will position the Coast District well for accreditation, institutional effectiveness, and future external funding. The annual report to the Board of Trustees will serve as an internal accountability measure.

3. Comments

None.

4. Recommendation Statement

After review by the Vision 2020 Steering Committee, Chancellor's Cabinet, and College constituencies, it is recommended by the Chancellor that the Board approve the Coast Community College Vision 2020 Master

Plan with Facility, Human Resources, Technology and Finance Supplemental Plans in support of the District's ten-year vision, five-year plan, with three-year reviews beginning 2013 and annual progress reports in June to the Board of Trustees. (CD attached.)

5. Fiscal Review and Impact

None.

Subject	23.05 Authorization of Voluntary Separation Program (VSP) - Option C
Meeting	May 18, 2011 - Regular Meeting
Category	23. General Items of Business
Access	Public
Type	Discussion

Authorization of Voluntary Separation Program (VSP) – Option C

1. Background

Based on the current fiscal crisis, the District has determined it would be beneficial for planning and reorganization purposes to allow separations through voluntary means. To that end, the District is offering a Voluntary Separation Program (VSP) – Option C for fully-benefited CCCD non-management Classified and Confidential employees with five years of service in good-standing with District.

This Board agenda item, if approved, will authorize a Voluntary Separation Program (VSP) – Option C, designed to help bridge the budget deficit anticipated for the 2011-12 FY.

In order to participate, interested employees shall submit an Irrevocable Letter of Resignation/Retirement to the District Office of Human Resources on or before 5 p.m. on Friday, June 3, 2011.

Employees participating in this program will be paid a one-time sum not-to-exceed \$10,000 after resignation or retirement from the District.

Employees who left the District prior to May 19, 2011, or who participated in VSP-A or VSP-B, are not eligible to participate in the VSP-C.

2. Recommendation Statement

Adopt the Voluntary Separation Program as specified in the attached documents. A report addressing the number of participants and fiscal impact will be presented to the Board following the conclusion of the program. (See Attachment #28)

3. Fiscal Review & Impact

Fiscal impact will be driven by program participation.

24. Resolutions

Subject	24.01 Resolution # 11-18 Authorizing Payment to Trustee Absent from Board Meeting
Meeting	May 18, 2011 - Regular Meeting
Category	24. Resolutions
Access	Public
Type	Action

Resolution #11-18 Authorizing Payment to Trustee Absent from Board Meeting

California Education Code Section 72024(d) provides that "a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board." (See Attachment # 23)

Trustee Mary Hornbuckle was absent from the Regular Meeting of May 4, 2011. A resolution has been prepared for your Board to consider indicating that Trustee Hornbuckle's absence was due to illness deemed acceptable by the Board.

File Attachments

[Resolution 11-18 Hornbuckle absence.pdf \(82 KB\)](#)

Subject **24.02 Resolution #11-19 Adoption of Resolution of January to March 2011 Budget Transfers**

Meeting May 18, 2011 - Regular Meeting

Category 24. Resolutions

Access Public

Type

Resolution #11-19 Adoption of Resolution of January to March 2011 Budget Transfers (See Attachment #24)

File Attachments

[Resolution 11-19 January - March 2011 Budget Transfers.pdf \(47 KB\)](#)

Subject **24.03 Resolution #11-20 to Increase Income and Expenditure Budget for 2010-2011**

Meeting May 18, 2011 - Regular Meeting

Category 24. Resolutions

Access Public

Type

Resolution #11-20 to Increase Income and Expenditure Budget for 2010-2011 (See Attachment # 25)

File Attachments

[Resolution 11-20 Increase Income & Expenditure Budget.pdf \(45 KB\)](#)

Subject	24.04 Resolution #11-21 for Layoff Due to Lack of Funds: One Stop Center, Coastline Community College
Meeting	May 18, 2011 - Regular Meeting
Category	24. Resolutions
Access	Public
Type	Action

**Resolution #11-21 for Layoff Due to Lack of Funds: One-Stop Center, Coastline Community College
(See Attachment #26)**

File Attachments

[Resolution 11-21 Layoff Resolution 5-18-11 BOARD.pdf \(87 KB\)](#)

Subject	24.05 Resolution #11-22 Authorizing the Execution and Delivery of Legal Documents in Connection with a Lease-Purchase Financing to Complete the Financing Plan for the Coastline College Newport Beach Learning Center
Meeting	May 18, 2011 - Regular Meeting
Category	24. Resolutions
Access	Public
Type	Discussion

Adoption of Resolution 11-22 authorizing the execution and delivery of legal documents in connection with a lease-purchase financing to complete the Financing Plan for the Coastline College Newport Beach Learning Center

1. Background:

At the February 25, 2011, meeting of the Land Development Committee, an overview of the Coastline College Newport Beach Learning Center (NBLC) 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

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) Lease Revenue Bond (LRB) program. The CCLC, in response to a demand for financing options from local districts, has 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 Coast would do, internally, in pursuing independent borrowing. 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 and direct access energy consortium in which Coast participates.

Most notably, the CCLC program provides Coast with a significant opportunity to maximize the economies of scale and share the cost of issuance with other Districts. More specifically, I recently learned that West-Valley Mission CCD (WV-M) intends to structure a financing package through this program. A conversation with my counterpart at WV-M, suggests that our timing and interests are sufficiently aligned that we can take advantage of these pooled borrowing benefits.

An overview of the CCLC Lease-Revenue Bond program was presented at the May 4, 2011 Board of Trustees meeting.

2. Goal/Purpose:

Moving forward from the informational presentations in February and conceptual financing approval in March, the project status is as follows:

Site preparation, including demolition, grading, and underground utility installation, has been completed.

Bids have been received, validated, and awarded for all required construction trade packages.

Bids to install the optional photovoltaic system have been received. Pending further cost/payback analysis, this component will be considered independent of the proposed financing plan.

The Division of State Architects (DSA) has "stamped out" the construction documents effectively authorizing construction to commence.

All contractors are prepared for immediate mobilization pending the District's issuance of a Notice to Proceed.

3. Comments

The District and Coastline College continue to work on establishing a restricted reserve in order to secure an estimated ten years of debt service.

Coastline College will set aside \$10 million in one-time reserve amounts in a reserve account established by the district. Further, each year Coastline will set aside an additional one million to buffer the General Fund from this obligation. 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. (See Attachment # 27)

4. Recommendation Statement

After review by the President of Coastline Community College and Vice Chancellor of Finance and Administrative Services, it is recommended by the Chancellor that the Board adopt Resolution 11-22 authorizing the execution and delivery of legal documents in connection with a lease-purchase financing.

5. Fiscal Review and Impact

Adoption of this resolution will commit the district to a \$20 million debt service obligation.

Included in this Board Agenda and incorporated by reference under the Resolution are the following documents:

The proposed Site Lease (including all Exhibits thereto), dated as of June 1, 2011, between the District and the Authority, on file in the Board Secretary's office.

The proposed Lease/Purchase Agreement (collectively, the "Lease") (including all Exhibits thereto), dated as of June 1, 2011, between the District and the Authority, on file in the Board Secretary's office.

The proposed Purchase Contract between the Authority and RBC Capital Markets, LLC, as underwriter, on file in the Board Secretary's office.

The Preliminary Official Statement relating to the Bonds, substantially in the form, on file in the Board Secretary's office.

File Attachments

[NBLC resolution #11-22.pdf \(18 KB\)](#)

25. Approval of Minutes

Subject	25.01 Approval of Minutes
Meeting	May 18, 2011 - Regular Meeting
Category	25. Approval of Minutes
Access	Public
Type	Action

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

Regular/Study Session Meeting of April 6, 2011
Regular Meeting of April 20, 2011

File Attachments

[Min 4-20-11 Regular Meeting Service Awards.pdf \(16 KB\)](#)

26. Close of Meeting

Subject	26.01 - 21.06 Close of Meeting
Meeting	May 18, 2011 - Regular Meeting
Category	26. Close of Meeting
Access	Public
Type	Action

26.01 Opportunity for Public Comment (Closed Session - Items on Agenda)

26.02 Recess to Closed Session

26.03 Reconvene Regular Meeting

26.04 Report of Action in Closed Session (if any)

26.05 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.

26.06 Adjournment

**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.	Pending	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
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.	Pending	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
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

#	Meeting Date	Requested via Action by the Board of Trustees	Responsible District Party	Directive	Agenda due Date	Status I = In Progress P = Pending
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

Regular/Study Session Meeting

Board of Trustees

Coast Community College District

District Board Room

3:30 p.m. Closed Session

5:00 p.m. Regular/Study Session Meeting

April 6, 2011

MINUTES

A Regular/Study Session Meeting of the Board of Trustees of the Coast Community College District was held on April 6, 2011 in the Board Room at the District Office.

1.00 Preliminary Matters I

1.01 Call to Order

Board President Jerry Patterson called the meeting to order at 3:35 p.m.

1.02 Roll Call

Trustees Present: Jerry Patterson, Jim Moreno, Lorraine Prinsky, David Grant,
Mary Hornbuckle and Student Trustee Lee Fuller

Trustees Absent: None

1.03 Opportunity for Public Comment

James Wren, Bonnie Rhook, Cheryl Stewart, Theresa Lavarini, Nancy Jones and Vince Rodriguez addressed the Board during Public Comment regarding Resolution #11-15 to Approve a District-Wide Freeze for Transfers, Promotions, Temporary Transfers, and Temporary Promotions for Management Employees. (Dr. Currie's, Mr. Wren's, and Trustee Grant's comments are on file for public review in the Board of Trustees' Office).

1.04 Resolution #11-15 to Approve District Wide Freeze for Transfers, Promotions, Temporary Transfers, and Temporary Promotions for Management Employees.

It was moved by Ms. Hornbuckle and seconded by Mr. Grant that Resolution 11-15 be tabled until after the Board had the opportunity to review the budget plan. It was then moved by Mr. Moreno to amend the motion to continue the Resolution to the May 5, 2011 Board of Trustees' Meeting.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle and Mr. Grant
No:	None
Absent:	None

At this time, the Board moved Items 1.05 and 1.06 Closed Session to the end of the meeting.

The Board took a short recess at 5:00 p.m.

The Board reconvened at 5:15 p.m.

2.00 Preliminary Matters II

2.01 Opportunity for Public Comment (Study Session)

There were no requests to address the Board at this time.

2.02 Study Session – Coast Community College District Budget.

2.03 End Study Session and Begin Regular Business Items

The Study Session ended at 6:30 p.m. and the meeting continued with Regular Business items.

1.08 Pledge of Allegiance – Student Trustee Lee Fuller

Student Trustee Lee Fuller led the Pledge of Allegiance to the United States of America.

2.04 Opportunity for Public Comment (Regular Business Items)

There were no requests to address the Board during Public Comment.

2.05 Presentations, Ceremonial Resolutions and Public Hearings

2.05.01 Acceptance of Retirements

The Board expressed appreciation and congratulations to the following retirees with 10 or more years of service to the Coast Community College District:

Classified

Elissa Putzel, GWC, Admissions & Records Tech 3, retirement effective 06/29/11.

Danny Wojciechowski, CCC, Accounting Analyst, retirement effective 03-31-11.

Linda Wojciechowski, CCC, Electronic Media & Publishing Assistant Sr., retirement effective 04-30-11.

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno, to accept these retirements.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Mr. Howald, Dr. Prinsky, and Ms. Hornbuckle
No:	None
Absent:	None

2.05.02 Ceremonial Resolution Honoring Dr. Kate Mueller

The Board recognized Dr. Kate Mueller with a resolution honoring her achievements.

3.00 Informative Reports I

3.01 Report from the Chancellor

Dr. Ding-Jo H. Currie, Chancellor, provided a report to the Board.

3.02 Reports from the Presidents

The following college presidents or designee provided reports to the Board:

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

3.03 Reports from the Officers of Student Government Organizations

The following representatives provided reports on behalf of the student government organizations:

Lee Fuller on behalf of Lisa Okamoto, ASG President, Coastline Community College
Michael Knotts on behalf of David Salai, ASG President, Golden West College
Catherine Tran, ASG President, Orange Coast College

3.04 Reports from the Academic Senate Presidents

The following Academic Senate Presidents or designee provided reports to the Board:

Vesna Marcina, Orange Coast College (OCC) Academic Senate President
Theresa Lavarini, Golden West College (GWC) Academic Senate President

3.05 Reports from Employee Representative Groups

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

Christina Irvin, President, Association of Confidential Employees (ACE)
Neal Kelsey, Executive Director, Coast Federation of Classified Employees (CFCE)
Vince Rodriguez, Coast District Management Association (CDMA)

3.06 Reports from the Board of Trustees

Board members provided individual reports.

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

The Board reviewed the dates of the upcoming Board Committee meetings, and provided updates on committee activities and meetings.

4.00 Informative Reports II

4.01 Status Report on Review of Board Policies

The Board was provided with a status update on the review of Board Policies.

4.02 Orange Coast College & Golden West College Vision 2020 Report

The Board was provided with a report on the Orange Coast College and Golden West College Vision 2020.

4.03 District Measure C Status Report

The Board was provided with a District Measure C Status Report.

4.04 Report of Football Helmet use at Orange Coast College and Golden West College

The Board was provided with a report on use of football helmets at Orange Coast College and Golden West College.

4.05 Report of Appointment of Seth Daugherty as Orange Coast College Instruction Librarian

The Board was provided with an update on the appointment of Seth Daugherty as Orange Coast College Instruction Librarian.

5.00 Matters for Review, Discussion and/or Action

5.01 Board Meeting Dates

The Board reviewed the Board Meeting Dates for FY 2010/2011 as presented in the April 6, 2010 Agenda.

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

The Board reviewed the scheduled Meetings and Conferences of the AACC, ACCT and CCLC as presented in the April 6, 2011 Agenda.

5.03 The Board Directives Log

The Board reviewed and discussed items on the Board Directives Log as presented in the April 6, 2011 Agenda.

5.04 Buildings and Grounds Reports

Golden West College Learning Resource Center
Coastline College Newport Beach Learning Center

The Board reviewed and discussed the Buildings and Grounds Reports as presented in the April 6, 2011 Agenda.

CONSENT CALENDAR

The following items were pulled from the Consent Calendar:

Item 17.01 d. Authorization for Professional Experts Daniel Johnson, George Del Carmen and Sherill Gordon.

Item 14.01 to Approve Master Non Standard Agreement between the Coast Community College District and the Coastline Community College Foundation Pursuant to Section 59257 of Title 5 of the California Code of Regulations and Section 72670 of the Education Code.

Item 14.01 to Approve District Standard Scope of Work #2011-40 under the Master Services Agreement between Chevron Products Company and the Coast Community College District for Development/Delivery of Instructional Courseware and Services.

Item 14.01 Approval of the Standard Unpaid/Non-sponsored Internship Agreement.

Item 14.02 Approval of New Proposed District Standard Sublease Agreement.

On a motion by Ms. Hornbuckle and seconded by Mr. Moreno, the Board approved the balance of the Consent Calendar.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

After discussion, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve Item 14.01 Master Non-Standard Agreement between the Coast Community College District and the Coastline Community College Foundation Pursuant to Section 59257 of Title 5 of the California Code of Regulations and Section 72670 of the Education Code.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

After discussion, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve Item 14.01 District Non-Standard Scope of Work #2011-40 under the Master Services Agreement between Chevron Products Company and the Coast Community

College District for Development/Delivery of Instructional Courseware and Services.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

After discussion, it was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve Item 14.01, Approval of the Standard Unpaid/Non-sponsored Internship Agreement.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

After discussion, it was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve Item 14.01 Approval of new Proposed District Standard Sublease Agreement template.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

After discussion, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve Item 17.01 d. Authorization for Professional Experts Daniel Johnson and Sherill Gordon.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

After discussion, it was moved by Mr. Patterson and seconded by Ms. Hornbuckle to approve Item 17.01 d. Authorization for Professional Expert George Del Garmen.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

ACTION SECTION

23. Authorization for Special Payments

23.01 DIS – Special Payments

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to reissue a payroll check to John G. Wordes in the amount of \$380.63. Original 5A payroll check number 00258382, dated 11/30/1999, is stale-dated and not negotiable. It has not been reissued previously; account number is 110001-090200-8899-800000.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

23.02 OCC – Special Payments

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno that authorization be given for the following special payments:

Annual Fees for Post secondary Accreditation for Culinary Arts. This is required for Culinary accreditation. The amount is \$1,350.00.

Annual Fees of \$200.00 for October and November 2010 for One Concentration in Diagnostic Medical Sonography to JRC-DMS. This is required for DMS accreditation.

A Donation to the American Cancer Society in the amount of \$1452.50. The donated funds were raised by Orange Coast College Athletics specifically for the purpose of donating to the American Cancer Society.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

24.00 Approval of Agreements

24.01 CCC- Approve Lease Agreement between Class Leasing, Inc., and the Coast Community College District

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between Class Leasing, Inc., and the Coast Community College District for use of a 36' x 40' re-locatable classroom for parent education classes at the Costa Mesa Center, effective July 1, 2011 through June 30, 2012. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$4,000 annually. Funding Source: General fund.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

24.02 CCC - Approve Amended Agreement between U.S. College Compass, LLC, and the Coast Community College District to Provide Language Assessment and Instruction, Counseling, College Preparation and Faculty Development Services

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Amended Agreement between U.S. College Compass, LLC, and the Coast Community College District to provide language assessment and instruction, counseling, college preparation and faculty development services to Xiang Jiang High School in China. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Gross Income \$113,600-\$185,160 based on enrollments.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

24.03 CCC - Approve Agreement between the Trustees of the California State University on behalf of California State University, Long Beach and the Coast Community College District to Provide a Summer English Training and College Credit Program for the Education Bound U.S. (EBUS) Program

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Agreement between the Trustees of the California State University, on behalf of California State University, Long Beach and the Coast Community College District to provide a summer English training and college credit program for the EBUS Program. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Net revenue to District estimated between \$25,000-\$30,000 based on enrollments.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

24.04 CCC - Approve an Amendment to an Agreement between Cengage Learning and the Coast Community College District to Publish the Fourth Edition of the Telecourse Student Guide for Astronomy: Observations and Theories

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Amendment to the Agreement between Cengage Learning and the Coast Community College District to revise and publish the fourth edition of the Student Guide for Astronomy: Observations and Theories according to the Agreement. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Publisher grant to Coast District of \$4,000.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

24.05 CCC - Approve Agreement between Garden Grove Unified School District and the Coast Community College District for the Function Space for the May 14, 2011, Graduation Ceremony

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve the Agreement between the Garden Grove Unified School District and the Coast Community College District for the function space Coastline Community College's graduation ceremony, with corrections made to the Agreement as suggested by the Chancellor. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: \$5,000.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

24.06 CCC - Approve the Modification/Change Order to Agreement 16-S-11 and 16-N-11 between the County of Orange and the Coast Community College District to Operate the Orange County One-Stop Centers

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle to approve the Agreement between the County of Orange and the Coast Community College District to operate the Orange County One-Stop Center – South. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees. Original Board Approvals June 16, 2010

Fiscal Review and Impact: The County will increase the reimbursed amount to Coastline Community College by \$123,390 for a total of \$2,502,564 for the One-Stop South and an increase of \$132,631 for a total of \$2,625,524 for the One-Stop North for operation of these programs.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

24.07 CCC - Approve Consulting Agreement between Fremont College and the Coast Community College District to Assist in their Development of 13 Online Courses

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve the Agreement between Fremont College and the Coast Community College District to assist in their development of 13 online courses. The Agreement outlines the responsibilities of both partners and all of the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Gross Income of \$29,271.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
 No: None
 Absent: None

24.08 DIS - Approve Non-Standard Agreement between Ingenix, Inc. Consultants and Data Aggregators and the Coast Community College District to support the Health and Human Services (HHS) Requirement for a Single Data File in Order for the Coast Community College District to Receive the Early Retiree Reinsurance Employer Reimbursement

It was moved by Ms. Hornbuckle and seconded by Mr. Patterson to approve the Agreement with Ingenix, Inc. Consultants and Data Aggregators to support the Health and Human Services (HHS) Requirement for a Single Data File in Order for the Coast Community College District to Receive the Early Retiree Reinsurance Employer Reimbursement, with fees NTE \$47,000. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$47,000

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
 No: None
 Absent: None

Additionally, it was moved by Ms. Hornbuckle and seconded by Mr. Moreno for the fees not to exceed \$47,000 including any modifications.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
 No: None
 Absent: None

24.09 DIS - Approve Non-Standard Agreement between Milliman Consultants and Actuaries and the Coast Community College District to Provide an Actuarial Attestation as required for the Coast Community College District to Receive the Medicare Part D Employer Subsidy from the Centers for Medicare and Medicaid Services (CMS)

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the Agreement with Milliman Consultants and Actuaries to provide an actuarial attestation that the Coast Community College District provides creditable coverage and qualifies for the plan sponsor subsidy available under Medicare Part D, with removal of the timeline in the Agreement. Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Impact: \$4,500

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

24.10 OCC - Approve Amendment to Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide an additional grant in the amount of \$24,370

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky to approve the Amendment to the Non-Standard Agreement between the State of California, Department of Boating and Waterways and the Coast Community College District to provide additional funds to purchase equipment, provide scholarships and instructor training. The Agreement outlines the responsibilities of both partners and all the end products expected to be produced. The Board President, or designee, is authorized to sign the Agreement and any related documents, indicating approval by the Board of Trustees.

Fiscal Review and Impact: Total additional grant \$24,370 (\$8000.00 - equipment purchase, \$14,775 - scholarships and \$1,950 - instructor training) for the fiscal year 2011-2010 and there are no matching requirements. Total agreement amount after this amendment is \$54,020.00. (*Prior approval April 7, 2010 and July 21, 2010*)

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

25.00 Buildings and Grounds Approvals

25.01 DIS - Authorization to File Notice of Completion

It was moved by Mr. Moreno and seconded by Dr. Prinsky 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.

OCC ABC Building Site Preparation; Bid No. 1961

Contractor: Interpipe Contracting, Inc
Category B – Underground Utilities

OCC Technology Mechanical Controls Upgrade; Bid No. 1976

Contractor: KX2 Holdings Building Technologies Group,
LP dba Climatec Building Technologies Group

GWC Learning Resource Center, Phase I; Bid No. 1953

Contractor: T.B. Penick & Sons, Inc.
Category B – Concrete/Piles

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

25.02 DIS - Approve Change Order No. 2; Orange Coast College Student Center Renovation; Bid No. 1975

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that authorization be given for Change Order No. 2 to Orange Coast College Student Center Renovation; Bid No. 1975 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.

U.S. Demolition, Inc – Category A – Demolition/Site Preparation

Final Closeout – Unused Allowance <\$4,787.00>

Contract Amount: \$99,370.00 (C.O. 2: 4.82% Decrease)

Total Change Orders: <\$4,787.00> (4.82% Decrease)

EDGE Development, Inc. – Category B – Concrete /Grading

Final Closeout – Unused Allowance <\$55,726.00>

Contract Amount: \$470,000.00 (C.O. 2: 11.86% Decrease)

Total Change Orders: <\$55,726.00> (11.86% Decrease)

J.B. McGaliard & Sons, Inc. – Category C – Masonry

Final Closeout – Unused Allowance <\$1,640.00>

Contract Amount: \$104,817.00 (C.O. 2: 1.56% Decrease)

Total Change Orders: <\$1,640.00> (1.56% Decrease)

Cuyamaca Const., Inc. – Category D – Rough Carpentry/Misc Metals

Final Closeout – Unused Allowance <\$11,376.00>

Contract Amount: \$369,000.00 (C.O. 2: 3.08% Decrease)

Total Change Orders: <\$11,376.00> (3.08% Decrease)

Liberty Glass & Metal, Inc. – Category F – Glass & Glazing

Final Closeout – Unused Allowance <\$13,726.00>

Contract Amount: \$88,000.00 (C.O. 2: 15.60% Decrease)

Total Change Orders: <\$13,726.00> (15.60% Decrease)

J. Colavin & Son, Inc., - Category H – Ceramic Tile

Final Closeout – Unused Allowance <\$2,697.00>

Contract Amount: \$119,615.00 (C.O. 2: 2.25% Decrease)

Total Change Orders: <\$2,697.00> (2.25% Decrease)

Southcoast Acoustical Interiors, Inc – Category I – Acoustical Ceilings

Final Closeout – Unused Allowance <\$22,671.00>

Contract Amount: \$103,650.00 (C.O. 2: 21.87% Decrease)

Total Change Orders: <\$22,650.00> (21.87% Decrease)

Gamma Builders, Inc., - Category L – Project Specialties

Final Closeout – Unused Allowance <\$14,814.00>

Contract Amount: \$147,300.00 (C.O. 2: 10.06% Decrease)

Total Change Orders: <\$14,814.00> (10.06% Decrease)

A-1 Fire Protection, Inc., Category N – Fire Protection

Final Closeout – Additional High temperature fire
sprinkler heads required by Engineer \$3,421.00

Contract Amount: \$182,000.00 (C.O. 2: 1.88% Increase)

Total Change Orders: \$3,421.00 (1.88% Increase)

Liberty Climate Control – Category P – HVAC

1. Added pipe/insulation on roof: \$13,762.00

2. Final Closeout – Unused Allowance: <\$6,396.00>

Final Closeout Total \$7,366.00

Contract Amount: \$760,000.00 (C.O. 2: 1% Increase)

Total Change Orders: \$7,366.00 (1% Increase)

Fiscal Impact: <\$116,650> (Measure C – General Obligation Bond Fund)

Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

**25.03 DIS - Approve Change Order No. 1; Orange Coast College Student Center
Renovation; Bid No. 1982**

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle that authorization be given for Change Order No. 1 to Orange Coast College Student Center Renovation; Bid No. 1982 as described in the Change Order. 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.

Day Star Industries, Inc. – Category R – Millwork/Finish Carpentry
Final Closeout – Unused Allowance <\$21,949.00>

Contract Amount: \$76,203.84.00 (C.O. 1: 28.80% Decrease)
Total Change Orders: <\$21,949.00> (28.80 % Decrease)

Fiscal Impact: <\$21,949> (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC Upgrade Student Services
OCC Student Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

25.04 DIS - Approve Change Order No. 2; Golden West College Learning Resource Center, Phase I; Bid No. 1953

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle that authorization be given for Change Order No. 2 to Golden West College Learning Resource Center Phase I; Bid No. 1953 as described in the Change Order. 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.

T.B. Penick & Sons, Inc. – Category B – Concrete/Piles

Changes to Contract:

1.	Level floor with Ardex at Community Room	\$ 12,653.00
2.	Sandblast and color bridge at stair #2	\$ 1,961.00
3.	Temporary removal and reinstall of CIP wall forms	\$ 4,129.00
4.	Additional duct penetrations at CIP walls	\$ 813.00
5.	Time delay costs	\$100,500.00
6.	Interior sandblasting	\$ 22,256.00
7.	Construction joints at CIP walls	\$ 12,112.00
8.	Barrier film plywood	\$ 4,800.00
9.	Type III cement	\$ 20,000.00

Total Change Order: \$179,224.00

Contract Amount: \$6,537,632 (C.O. 2: 2.74% Increase)
Total Change Orders: \$179,224 (2.74% Increase)

Vector Resources, Inc. – Category D – Electrical

1. Provide 2 low profile fluorescent light fixtures @ catwalk – stair #2 \$ 10,658.00

Provide cost for: 24 surface mounted direct/indirect fluorescent lighting at skylight, delete 6 G-10 lights at skylight well and 4 per skylight.

2. Installation of conduit and wiring for motorized shades. \$ 16,621.00
3. Install conduit, boxes, fittings and electrical work in pour in place wall due to changes in rooms 103, 104, 107, 108, 109, 110, elevator shaft and stairwell 3 – inside building. \$ 11,165.00
4. Reroute main power and communication conduits and add new pull boxes at south of building, outside of building. \$ 38,902.00
5. Provide goods and services to relocate existing medium voltage systems that feed security building. \$ 30,717.00
6. Disconnects HO 1-5, EF-2 and power feed for AH-02 \$ 1,430.00
7. Damaged conduits due to AC duct supports rooms 220,221,225 \$ 1,122.00
8. Additional exterior lights fixtures 2 – B10's outside entrance south building. \$ 2,373.00
9. Proposed millwork revisions and furniture layout. <\$ 83.00>
10. Add condensate pumps for fan coil units room 104, 204, and 304 due to ceiling discrepancy. \$ 1,413.00
11. Extend conduits past hard lid ceilings in lobbies 105, 204, and 305 to suspended linear ceiling panels. \$ 5,975.00
12. Media room – surface mounted fixture tape storage room \$ 391.00
13. Relocate projection screen switch conduits that were already installed from west wall to east wall per AV meeting minutes. \$ 104.00
14. Provide recessed 4 gang concrete floor boxes at room 205 shallower boxes. \$ 2,871.00

Total Change Order: \$123,659.00

Contract Amount: \$3,280,923 (C.O. 2: 3.77% Increase)

Total Change Orders: \$123,659. (3.77% Increase)

Fiscal Impact: \$302,883 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
GWC Learning Resource Center, Phase I

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

25.05 DIS - Bid Tabulations and Award of Contract: Coastline Community College Newport Beach Learning Center, Increment 2; Bid No. 1992

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno that all bids be rejected for the below listed bid category pending further evaluation of this scope of work. This will not impact the overall project schedule.

Base Bid

Category S – Food Service

All Bids Rejected – To Be Rebid

- | | | |
|----|--|---------------|
| 1. | Kitcor Corporation, Sun Valley, CA 91352 | \$ 113,312.00 |
| 2. | Kamran and Company, Inc. Santa Barbara, CA 93101 | \$ 19,000.00 |

Fiscal Impact: None (Measure C – General Obligation Bond Funds)
Master Plan Approved Project
CCC Newport Beach Learning Center

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

25.06 DIS - Approve Change Order No. 1; Orange Coast College Horticulture Storage Electrical; Bid No. 1983

It was moved by Mr. Moreno and seconded by Dr. Prinsky that authorization be given for Change Order No. 1 to Orange Coast College Horticulture Storage Electrical; Bid No. 1983 as described in the Change Order. 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.

Native Electrical Construction Inc.

Unforeseen conditions related with trench excavation and additional equipment/labor related to moving District owned equipment in Horticulture Building. \$4,600

Contract Amount: \$47,353.00 (C.O. 1: 9.71% Increase)

Total Change Orders: \$4,600.00 (9.71% Increase)

Fiscal Impact: \$4,600 (Measure C – General Obligation Bond Fund)
Master Plan Approved Project
OCC New Consumer Health & Lab Science Building
(OCC Horticulture Storage Electrical)

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

26.00 General Items of Business

26.01 DIS – Adoption of Budget Calendar for 2011-2012

It was moved by Mr. Moreno and seconded by Mr. Patterson that the following budget calendar for 2011-2012 be adopted:

April: Initiate 2011-2012 Budget Process.
May: Colleges and District Administrative Services continue 2011-2012 input.
Budget input for Tentative Budget due from colleges.
June: 2011-2012 Tentative Budget adopted by Board of Trustees.
July: Budget input for Adopted Budget due from colleges.
August: 2011-2012 Adopted Budget reviewed by Chancellor's Cabinet.
Sept: Adopted Budget available for public inspection and review prior to public hearing and adoption in the District Office Lobby.
2011-2012 Adopted Budget presented for public hearing and adoption by Board of Trustees.
2011-2012 Adopted Budget filed with the County Department of Education.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

26.02 DIS – Approval of Contractors for FY 2010-2011 Pursuant to District's Standard Annual Agreement for Contractor Services

It was moved by Mr. Patterson and seconded by Dr. Prinsky that approval be given to 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.

Road Masters Bus Lines
2803 W. 5th Street
Santa Ana CA 92703

Pro Image Signs
4299 Slater Avenue
Fountain Valley, CA 92708

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

26.03 DIS - Authorization to Purchase Hardware, Software and Five (5) Years of support for an Internet Fire Wall Protection System for a Computer server to Upgrade Orange Coast College's Technology Infrastructure using California Multiple Award Schedule (CMAS) #3-11-70-2815A from Altaware, Inc.

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that the Board authorize the Purchasing and Accounts Payable Manager to issue a purchase orders for the computer hardware, software and support from Altaware Inc.

Fiscal Impact: NTE \$188,255.00 (Measure C – General Obligation)

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

26.04 DIS - Authorization to Conduct a Short-term Study Abroad Program in Cambridge, England, Summer 2012

It was moved by Mr. Moreno and seconded by Mr. Patterson that authorization be given to enter into a be given to enter into a standard travel contractor agreement to conduct a program in Cambridge, England, June 30 - August 11, 2012. Raymond Obstfeld, OCC English Professor, Full-time faculty member, to serve as faculty. Two English courses will be offered. All logistical arrangements will be handled by Reach Cambridge, United Kingdom

Fiscal Impact: No cost to the District. No replacement costs for faculty assigned to program. All payments by trip participants for travel services shall be made to the travel contractor. The courses will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No:	None
Absent:	None

26.05 OCC - Authorization to Conduct a Short-Term Study Abroad Program in Erfurt, Germany and Florence, Italy

It was moved by Dr. Prinsky and seconded by Ms. Hornbuckle that authorization be given to enter into a standard travel contractor agreement to conduct a program in Erfurt, Germany and Florence, Italy, October 15-26, 2012. Barbara Cooper, full time instructor and Susan Coleman, part-time instructor, OCC, to serve as faculty. Two Culinary Arts classes will be taught. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Program Abroad).

Fiscal Impact: No cost to the District. The cost for the course will be built into the program fees. The course will not generate FTE's. All payments by trip participants for travel services shall be made to the travel contractor. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

26.06 OCC - Authorization to Conduct a Short-term Study Abroad Program in Paris, France, Summer 2012

It was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that authorization be given to enter into a standard travel contractor agreement to conduct a program in Paris, France, June 30 - July 31, 2012. Lia Raileanu, OCC French Professor, Full-time faculty member, to serve as faculty. One French course will be offered. All logistical arrangements will be handled by ACCENT (International Consortium for Academic Programs).

Fiscal Impact: No cost to the District. No replacement costs for faculty assigned to program. All payments by trip participants for travel services shall be made to the travel contractor. The courses will not generate FTE's. Travel contractor shall account to CCCD for the total cost of the trip.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

27.00 Resolutions

27.01 Resolution # 11-10 Authorizing Payment to Trustee Absent from Board Meeting

It was moved by Dr. Prinsky and seconded by Mr. Patterson to adopt Resolution #11-10 authorizing payment to Student Trustee Fuller who was absent from the Regular Meeting on March 16, 2011.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

27.02 Resolution # 11-12, To Enter Into an Amended Agreement with the State of California Department of Education, Child Development Services for the Harry & Grace Steele Children's Center General Child Care & Development Programs Grant (CCTR-0186)

27.03 Resolution # 11-13, To Enter Into an Amended Agreement with the State of California Department of Education, Child Development Services for the Harry & Grace Steele Children's Center California State Preschool Program Grant (CSPP-0345).

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to enter Into Amended Agreements with the State of California Department of Education, Child Development Services for the Harry & Grace Steele Children's Center General Child Care &

Development Programs Grants CCTR-0186 and CSPP-0345.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

27.04 Resolution # 11-14 in Support of the Golden State Higher Education Act

It was moved by Mr. Moreno and seconded by Dr. Prinsky to adopt Resolution #11-14 in support of the Golden State Higher Education Act.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

28.00 Approval of Minutes

28.01 DIS - Approval of Minutes

It was moved by Ms. Hornbuckle and seconded by Mr. Moreno to approve the minutes of the Regular/Study Session of March 16, 2011.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

29.00 Policy Implementation

29.01 Approval of Revisions to Board Policy 2712 (040-11-1) "Conflict of Interest Code" and Adoption of Resolution # 11-11, Adopting a Conflict of Interest Code Which Supersedes All Prior Conflict of Interest Codes and Amendments Previously Adopted

It was moved by Mr. Moreno and seconded by Ms. Hornbuckle to approve revisions to Board Policy 2712 (040-11-1) Conflict of Interest Code, and adopt Resolution #11-11, adopting a Conflict of Interest Code which supersedes all prior Conflict of Interest Codes and Amendments previously adopted.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

1.05 Opportunity for Public Comment (Closed Session Items on Agenda)

There were no requests to address the Board at this time.

1.06 Recess to Closed Session

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

The Board recessed to Closed Session at 9:05 p.m.

1.06.01 Public Employee Discipline/Dismissal/Release Pursuant to Government Code Section 54957

1.06.02 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
6. Classified Management
 - a. Coordinator, Contract Educ Instructional Services
 - b. Interim, Director Fiscal Services
7. Classified Staff
 - a. Student Financial Aid Tech-BFAP
 - b. Staff Assistant Special Projects-Presidents Office
 - c. Budget Coordinator
 - d. Accounting Analyst
 - e. Early Childhood Care Center Coordinator
8. Reclassification and Reorganization/Reassignment
 - a. Accounting Fiscal Specialist
9. Classified Temporary Assignments
 - a. Special Assignment
 - b. Staff Assistant, Sr. Confidential
 - c. Instructional Assistant
 - d. Military/Contract Educ Program Coordinator
 - e. Special Assignment
 - f. Special Assignment
 - g. Application Project Coordinator
 - h. Special Assignment
 - i. Special Assignment
 - j. Special Assignment
 - k. Special Assignment
 - l. Exec Assistant to VC HR
 - m. Special Assignment
 - n. Lead Mechanic

10. Hourly Staff

- 11. Substitute Classified
- 12. Clinical Advisor/Summer
- 13. Medical Professional Hourly Personnel
- 14. Student Workers

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

1.06.03 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

1.06.04 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
NBG Enterprises vs. Coast Community College District, Orange County Superior
Court Case No. 2010-00423404
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

1.06.05 Conference with Legal Counsel: Anticipated Litigation

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

Claim by Janet Redding

1.07 Reconvene Regular Meeting

The Board reconvened the Regular Meeting at 11:24 p.m.

1.09 Report of Action from Closed Session

Dr. Christian Teeter, Secretary of the Board of Trustees, reported that on a motion by Mr. Patterson and seconded by Ms. Hornbuckle the Board voted unanimously to approve **Item 1.06.02 Public Employment** with the exception of **Item 6. Classified Management** (see Appendix, pages 26-34).

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

Dr. Teeter also reported that on a motion by Dr. Prinsky and seconded by Ms. Hornbuckle, the Board voted unanimously to approve **Item 6a. Coordinator, Contract Educational Instructional Services**.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

Dr. Teeter reported that on a motion by Mr. Patterson and seconded by Mr. Grant, the Board voted unanimously to approve **Item 6b. Interim Director, Fiscal Services**.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

Dr. Teeter reported that on a motion by Mr. Moreno and seconded by Ms. Hornbuckle, in **Item 1.06.04 Conference with Legal Counsel: Existing Litigation**, the Board voted unanimously to dismiss the case of **NBG Enterprises vs. Coast Community College District**.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

Dr. Teeter reported that on a motion by Mr. Patterson and seconded by Dr. Prinsky, the Board voted to defend the District in the case of **FM & Sons, Inc. vs. the Coast Community College District**.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

Dr. Teeter reported that on a motion by Mr. Grant and seconded by Mr. Patterson, the Board voted unanimously to defend the District in the case of **AB Calif. Acquisition Corp. vs. Tadros & Yousel Construction et al.**

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

Lastly, Dr. Teeter reported that on a motion by Mr. Grant and seconded by Mr. Patterson, in **Item 1.06.05 Conference with Legal Counsel: Anticipated Litigation**, the Board voted unanimously to deny the claim of Janet Redding.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky Ms. Hornbuckle and Mr. Grant
No: None
Absent: None

30.00 Close of Meeting

30.01 Public Comment (Items Not on Agenda)

There were no requests to address the Board during Public Comment.

30.02 Adjournment

There being no further business, it was moved by Ms. Hornbuckle and seconded by Mr. Patterson that the meeting be adjourned in the memory of Joseph Lee, Clara Harkins and Huy Pham.

Motion carried with the following vote:

Aye: Mr. Patterson, Mr. Moreno, Dr. Prinsky, Mr. Grant and Ms. Hornbuckle
No: None
Absent: None

The meeting was adjourned at 11:25 p.m.

Secretary of the Board of Trustees

APPENDIX

A.	Public Employment Report.....	Page 26-34
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1. Faculty Special Assignments

It is recommended that authorization be given for the following special assignments grouped by operation cost center. Board approved, contractual special pay rates listed below by pay type as follows: LOV = Librarian Overload, OVR = Overload, MTM = Full Time Certificated Instructional Misc. Teaching Rate, MTA = Part Time Misc. Teaching Rate, IUM = Full Time Certificated Instructional Unit Assistant, IUH = Part Time Certificated Instructional Unit Assistant, EXM = Full Time Certificated Extra Pay, EXH = Part Time Certificated Extra Pay, UNT = Part Time Certificated Unit Regular, PDM = Full Time Certificated Per Diem, PDH = Part Time Certificated Per Diem, INT = Intersession, SMM = Full Time Certificated Summer, SMH = Part Time Certificated Summer, ACS = Academic Senate.

COASTLINE COLLEGE**CAREER & TECHNICAL EDUCATION GRANT**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Chapman, Cheryl	05/07/11	05/30/11	EXH	\$29.46	\$2999.61

DIGITAL MEDIA ARTS PATHWAY DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Kobata, Sarah	04/07/11	04/14/11	EXH	\$29.46	\$300.19

BASIC SKILLS WORKSHOP

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Nguyen, Diem Thanh	04/07/11	06/30/11	EXH	\$29.46

ACADEMIC SENATE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Oelstrom, Jeanne	01/31/11	05/29/11	ACS	\$29.46	\$2268.88

Justification: Assignment missed due to change of staff in the department

CONTENT EXPERT FOR THE NEW ASTRONOMY TEXTBOOK

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Ostrowski, Kenneth	04/07/11	06/30/11	EXH	\$29.46

HOLISTIC GRADING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Tsutsumida-Krampe, L.	04/07/11	06/30/11	EXM	\$43.55

PART TIME COUNSELOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Yaron, Sharon	01/31/11	05/29/11	UNT	\$73.94

Justification: Paperwork submitted late from the department

TITLE III MATH SUMMER INSTITUTE

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Feldon, Fred	04/07/11	09/30/11	EXM	\$43.55
Kuang, Jessica	04/07/11	09/30/11	EXH	\$29.46
Lee, Lisa	04/07/11	09/30/11	EXM	\$43.55
Lieu, Thanhthuy	04/07/11	09/30/11	EXH	\$29.46
Nguyen, Ailene	04/07/11	09/30/11	EXM	\$43.55

The following CCC Administrators, Full Time and Part Time instructors to provide instructional opportunities for NCPACE for Military Contract Education during Spring 2011 semester.

Full Time Instructor

Feldon, Fred
Johnson, Daniel
Lee, Lisa
Lockwood, Frederick
Secord, Debra
Warwick, Randall

Part Time Instructor

Barnes, Ralph
Behr, George
Candelaria, Patricia
Carlucci, Michael

Curtis, Michael
 Diereich, Phillip
 Freeman, William
 Go, Marianne
 Hart, John
 Mann, Claire
 Menzing, Todd
 Messina, John
 Ondracek, Theodore
 Ostrowski, Kenneth
 Villalobos, Jose
 Walling, Dianne
 Windsor, Adrian
 Wrobel, Alfred
 Xu, Ma

**GOLDEN WEST COLLEGE
 COMMUNICATION WORKSHOP**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Bennett, Jaima	05/01/11	05/29/11	EXM	\$43.55

SCIENCE OLYMPIAD

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Grimes, Carol	03/01/11	03/04/11	EXH	\$29.46

Justification: Completed rehire paperwork late

SPECIAL EVENT FOR VICTORY MARTIAL ARTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Stansbury, Charles	02/12/11	05/29/11	EXH	\$29.46

Justification: Outside event coordinated with PE faculty late

INSTRUCTIONAL UNIT ASSISTANT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Discipline</u>
York, Linda	01/31/11	05/29/11	IUM	\$1514.00	Counseling

Justification: Assignment for Spring misplaced by campus personnel

BASIC SKILLS WORKSHOP ON STRATEGIES TO HELP STUDENTS SUCCEED

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Bouzar, Pete	05/01/11	05/29/11	EXM	\$43.55	\$201.22
Cosand, Keisha	05/01/11	05/29/11	EXM	\$43.55	\$201.22
Galassi, Cecelia	05/01/11	05/29/11	EXM	\$43.55	\$201.22

COMMUNITY BASED JOB TRAINING

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>
Cucurny, Marius	04/07/11	06/30/11	EXM	\$43.55
Hersh, Thomas	04/07/11	06/30/11	EXM	\$43.55

BASIC SKILLS WORKSHOP UNDERSTANDING THE RESEARCH PROCESS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Cosand, Keisha	04/28/11	04/29/11	EXM	\$43.55	\$120.21
Galassi, Cecelia	04/28/11	04/29/11	EXM	\$43.55	\$120.21
Lavarini, Theresa	04/28/11	04/29/11	EXM	\$43.55	\$120.21
McGrath, Marie	04/28/11	04/29/11	EXM	\$43.55	\$120.21
Savard, Hale	04/28/11	04/29/11	EXM	\$43.55	\$120.21
Tayyar, Paul	04/28/11	04/29/11	EXM	\$43.55	\$120.21
Ullrich, Richard	04/28/11	04/29/11	EXM	\$43.55	\$120.21
Zuidervaart, Genevieve	04/28/11	04/29/11	EXH	\$29.46	\$120.21

INDEPENDENT STUDY/SPECIAL TOPICS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Best, Amanda	02/22/11	04/15/11	EXM	\$34.84	\$418.15
Ebert, Darrell	02/22/11	04/15/11	EXM	\$34.84	\$209.07
DiGiovanni, Elizabeth	02/22/11	04/15/11	EXH	\$10.00	\$60.00
Ebert, Darrell	02/22/11	04/15/11	EXM	\$34.84	\$627.22
Farazdaghi, Farzane	02/22/11	04/15/11	EXH	\$10.00	\$60.00
Glumace, Sean	02/22/11	04/15/11	EXH	\$10.00	\$20.00
Hare, William	02/22/11	04/15/11	EXH	\$10.00	\$60.00
Hostetter, Darren	02/22/11	04/15/11	EXH	\$10.00	\$20.00
Hughes, Mary-Linn	02/22/11	04/15/11	EXH	\$10.00	\$20.00
Jones, Barbara	02/22/11	04/15/11	EXM	\$34.84	\$243.92

Kelly, Darla	02/22/11	04/15/11	EXM	\$34.84	\$557.53
Kaliski, Lucy	02/22/11	04/15/11	EXH	\$10.00	\$80.00
Lamantia, Mary	02/22/11	04/15/11	EXM	\$34.84	\$418.15
Lindsay, Donald	02/22/11	04/15/11	EXH	\$10.00	\$60.00
Mushet, Linda	02/22/11	04/15/11	EXH	\$10.00	\$60.00
Plaster, Nikki	02/22/11	04/15/11	EXM	\$34.84	\$174.23
Sykes, Elizabeth	02/22/11	04/15/11	EXM	\$34.84	\$209.07
Tsai, Mike	02/22/11	04/15/11	EXH	\$10.00	\$60.00
Vail, Travis	02/22/11	04/15/11	EXM	\$34.84	\$836.30
Valinluck, Michael	02/22/11	04/15/11	EXH	\$10.00	\$20.00
Wegter, Rachel	02/22/11	04/15/11	EXH	\$10.00	\$60.00

Justification: These assignments are generated only after students have enrolled

**ORANGE COAST COLLEGE
INTERNSHIP ACADEMY**

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Lopez, Alicia	08/30/10	12/17/10	EXH	\$29.46	\$147.30

Justification: Division did not submit original assignment

PUBLIC SPEAKING WORKSHOP FOR CLASSIFIED STAFF

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Monahan, Georgie	04/07/11	04/07/11	EXM	\$43.55	\$261.33

PROGRAM EXPANSION GRANT COORDINATOR

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Nguyen, Thanh	03/11/11	04/19/11	EXH	\$29.46	\$500.92

Justification: Emergency hire replacement while other instructor on medical leave

WELLNESS PROGRAM

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Quinn, Christopher	04/05/11	05/24/11	EXH	\$29.46	\$62.93

Justification: Decided to offer class after earlier board deadline

MICROSOFT WORD - OCC PORTAL

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Watson, Maryann	02/17/11	02/17/11	EXM	\$43.55	\$261.33
	03/03/11	03/03/11	EXM	\$43.55	\$261.33

Justification: Difficulty securing dates for workshop

PROFESSIONAL MARINER'S PATHWAY DAY EVENT

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Eason, Armando	04/07/11	04/21/11	EXH	\$29.46	\$200.32
Prioleau, Karen	04/07/11	04/21/11	EXH	\$29.46	\$400.65

ARTICULATE COLLEGE COURSES FOR HIGH SCHOOL STUDENTS

<u>Name</u>	<u>Start Date</u>	<u>End Date</u>	<u>Pay Type</u>	<u>Pay Rate</u>	<u>Compensation</u>
Belcher, Mary	04/07/11	04/29/11	EXM	\$43.55	\$400.00
Bloomfield, Lisa	04/07/11	04/29/11	EXM	\$43.55	\$600.00

Overload assignments for the following instructors, payment to be a maximum of \$72.000/hr based on 1/1000th of their placement on the CFE/AFT Local 1911 Faculty Unit Contract, for the period **01/31/11 to 05/29/11** for CCC, GWC and OCC assignments. Multiple statements indicate two or more separate assignments. LGF indicates Large Group Factor. This employment is subject to the general instructional needs of the college and/or the specific division. Assignments are not to exceed LHE stated:

GWC

<u>Name</u>	<u>LHE</u>
Carter, Henrietta	1.15

Justification: Instructors are added after student auditions

Drover, Christopher 4.50

Justification: Added second eight week class

OCC

<u>Name</u>	<u>LHE</u>
Barber, William	2.33

Justification: Due to change in census week

Cottrell, Lynn 1.67
 Justification: Due to change in census week
 Kubiak, Renee 1.07
 Justification: Due to change in census week
 Lawell, Cheri 0.70
 Justification: LHE increase during census week

2. Substitute Faculty

It is recommended that the following individuals be appointed as substitutes, as defined by California Ed Code 87480, appointments not to exceed 20 working days, and subject to Board policies governing such appointments, to be paid \$44.36/hr based on the part-time faculty daily miscellaneous teaching rate for services rendered the 2010-11 academic year.

Coastline College

Forsgren, Kristy
 Galima, Maelanie
 Ho-Chen, Jennifer
 Loester, Karen
 Magrann, Tracey
 Ozbirn, Katherine
 Reyes, Jesus

Golden West College

Birnie, Deborah
 Davis, Sherry
 Jimmons, Charlotte
 Langdon, Spencer
 Leigh, Michael G.
 Rosales, Evangelina
 Salazar, Yvonne
 Sinclair, Anita
 Stansbury, Charles
 Sweesy-Barger, Millie

Orange Coast College

Blasius, Mary
 Ellis, Robert
 Eutimio, Alfredo
 Goerrissen, Jan
 Lee, Judy
 Schmidt, Valerie
 Smith, Ward
 Taq, Janelle
 Tsutsumida, Damian

3. Full time Faculty

None.

4. Part time Faculty

FALL

Assignments during the period **08/30/10-12/19/10** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Golden West College

<u>Name</u>	<u>LHE</u>
Orwig, Bernice	1.078

Justification: Scheduling adjustment made after the start of the semester to accommodate student need

INTERSESSION

Assignment during the period **01/03/11-01/28/11** for OCC, not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

<u>Name</u>	<u>LHE</u>
Grzeskowiak, Mark	1.750
Justification: Error in Program system did not show up on load sheet	

SPRING

Assignments during the period **01/31/11-05/29/11** for CCC, GWC and OCC unless otherwise noted and not to exceed 10 LHE. LHE = Lecture Hour Equivalency.

Coastline College

<u>Name</u>	<u>LHE</u>
Marin, Iliana	0.250
Justification: Due to increased enrollments it was necessary to add second instructor	
McLucas, Karen	3.000
Justification: Class added late to accommodate students	
Ryan, Mutsuno	4.000
Justification: Emergency hire	

Golden West College

<u>Name</u>	<u>LHE</u>
Anderson, Matthew	4.000
Justification: Delay due to employee's late paperwork	
Artemova, Alina	0.420
Justification: Instructor assigned after auditions	
Boocock III, William	1.250
Justification: Instructor assigned after auditions	
Cram, Collin	5.420
Justification: Late departmental adjustments	
Eagle, Ryan	4.500
Justification: Schedule change to accommodate student need	
Gomez, Francisco	2.530
Justification: Full time instructor on medical leave	
Henderson, Heather	0.420
Justification: Instructor assigned after auditions	
Higgins, Michael	1.250
Justification: Instructor assigned after auditions	
Keen, Phillip	0.830
Justification: Instructor assigned after auditions	
Kim, Ellen	0.420
Justification: Class requires auditioning before assignment	
Monday, Michael	3.750
Justification: Load Sheet misrouted	
Norton, Joshua	0.830
Justification: Music audition delayed paperwork	
O'Kane, John	7.000
Justification: New Hire processed late	
Pattison, Jessamyn	2.000
Justification: Delay due to employee's late paperwork	
Pawson, John	2.250
Justification: Load Sheet misrouted	
Pierce, Lowell	1.630
Justification: Schedule change accommodate student need	
Ruiz, Raul	7.000
Justification: Load Sheet misrouted	
Scheys, Rene	3.500
Justification: Schedule change to accommodate student need	
Sprague, Jane	3.500
Justification: Cover for instructor medical leave	
Stansbury, Charles	2.800
Justification: Add classes to meet student demands	
Stokes, Samuel	7.750
Justification: New Hire processed papers late	

Strom, James 2.250
 Justification: Schedule change to accommodate student need
 Turnbull, Don 5.000
 Justification: Schedule change to accommodate student need
 Valinluck, Michael 2.250
 Justification: Load Sheet misrouted
 Vanderhook, Corey 3.750
 Justification: Added class late
 Weber, Daniel 1.500
 Justification: Late hire to open class

Orange Coast College

<u>Name</u>	<u>LHE</u>
Bullard, Barbara	9.000
Justification: Division reinstated assignment after deadline	
Carlson, Janell	6.500
Justification: Late due to emergency assignment	
Ford, James	4.000
Justification: Late due to emergency assignment	
Hollinden, Mike	3.000
Justification: Late due to faculty schedule finalized	
Jones, Steven	1.500
Justification: Late due to assigning instructors for team teaching	
King, Yesenia	3.000
Justification: New hire process paper late	
Knauer, Mary	1.000
Justification: Assignment added late	
Lee, Adam	1.016
Justification: Division funding source to pay available instructor	
Manuck, Richard	9.750
Justification: Assignment added late	
McMorrow, Patrick	3.000
Justification: Late due to faculty schedule finalized	
Nguyen, Huy	3.750
Justification: Late due to faculty schedule finalized	
Nguyen, Thanh	8.000
Justification: New Hire process paperwork late	
Otwell, Charles	3.000
Justification: Late due to reassigning section available	
Proctor, Terese	1.000
Justification: Rehire processed late	
Tag, Janelle	0.417
Justification: New Hire process paperwork late	
Vidal-Prudjholme, Laura	3.375
Justification: Late due to finding a replacement instructor to finish semester	

The following GWC Part-time Police Academy Instructors to be paid hourly rates based on the Administration of Justice "C" salary schedule. Assignments are for the 2010-11 school year for the period 11/04/10 to 06/30/11 not to exceed 498 hours:

Strom, James

5. Educational Administrator

None.

6. Classified Management

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

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Harrison, Nathaniel	CCC	Coordinator, Contract Educ Instructional Services*	04/07/11	G-18-01	C-012-11
Kudlik, Richard	CCC	Interim, Director Fiscal Services	04/07/11-10/07/11	G-24-07	C-014-11

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

7. Classified Staff

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

Promotions and Transfers

<u>Name</u>	<u>LOC</u>	<u>Title</u>	<u>Start Dt</u>	<u>Plcmt</u>	<u>Vacancy #</u>
Flores, Noemi	OCC	Student Financial Aid Tech-BFAP*	04/07/11	E-48-01	O-005-11
Rusamiprasert, Laila	CCC	Staff Assistant Special Projects- Presidents Office	04/07/11	E-52-01	C-013-11
Sanders, Tracey	DIST	Budget Coordinator	04/11/11	E-54-05	D-005-11
Smith, Sloane	OCC	Accounting Analyst	04/07/11	E-60-03	O-004-11
Venham, Luanne	OCC	Early Childhood Care Center Coordinator	04/07/11	E-47-02	O-008-11

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

8. Reclassification and Reorganization/Reassignment

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

Reorganization/Reassignment

Classified

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Effective</u>
Raddavong, Kahn	DIST	Accounting Tech E-48	Accounting Fiscal Specialist E-52	04/07/11

9. Classified Temporary Assignments

It is recommended that authorization be given for the following changes for Classified Staff working temporarily Out of Class (minimum of 7.5% differential):

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Start Dt</u>	<u>End Dt</u>	<u>Plcmt</u>
Ajbani, Manal Nya	CCC	Accounting/Fiscal Specialist	Special Assignment	04/01/11*	06/30/11	E-52-05
Burton, Jane	DIST	Staff Assist – Conf	Staff Assist, Sr- Confidential	04/07/11	06/30/11	J-56-05
Castellanos-Gaona, Susana	GWC	Counselor Aide	Instructional Assistant	04/07/11	06/10/11	E-40-05
Goetz, Angela	CCC	Military/Cont Ed Tech, Intermediate	Military/Cont Ed Program Coord	04/07/11	07/07/11	E-54-01
Ha, Tran D.	CCC	Accounting Tech - Special Projects	Special Assignment	04/01/11*	06/30/11	E-48-04
Keough, Janell	CCC	Military/Cont Ed App Coordinator	Special Assignment	04/01/11***	06/30/11	G-22-07
Mihatov, Steven	CCC	Info Systems Tech Sr	Application Project Coordinator	05/01/11	07/31/11	E-69-04
Moore, Garland	GWC	Student Financial Aid Assistant II	Special Assignment	11/18/10**	06/30/11	E-44-05
Nguyen, Trang Doan	CCC	Accounting Assist III	Special Assignment	04/01/11*	06/30/11	E-46-03
Vu, Tina	GWC	Student Fin Aid Tech	Special Assignment	11/18/10**	06/30/11	E-48-05
Vu, Victoria	GWC	Student Fin Aid Tech	Special Assignment	11/18/10**	06/30/11	E-48-05

*Justification: Last minute decision because employee retired early

**Justification: Due to position reductions existing staff needed to pick up higher level work; college has been trying to identify funding source

***Justification: Late paperwork from department

Extension of End Dates for Out of Class Assignments

<u>Name</u>	<u>LOC</u>	<u>From</u>	<u>To</u>	<u>Action</u>	<u>Plcmt</u>
Hill, Nancy	DIST	Staff Assist Confidential	Exec Assist to VC HR	Extend from 04/30/11 to 07/31/11	J-58-05
Maciel, Anthony	GWC/ CCC	Dir Tech Support Services	Special Assignment	Extend from 03/31/11 to 06/30/11*	G-32-07
Nguyen, Hung	DIST	Mechanic	Lead Mechanic	Extend from 03/31/11 to 06/30/11*	E-55-05

*Justification: Late paperwork from department

10. Hourly Staff

It is recommended that authorization be given for the following hourly personnel appointments in the performance of noncertificated duties which directly support administrative, classified, or student services and special projects, or are fulfilling noncertificated substitute services for classified employees temporarily absent, no assignment to exceed 160 working days pursuant to provisions of AB500 and the Agreement between the Coast Community College District and the Coast Federation of Classified Employees. (Please note: Budget numbers 110+ are General Fund; 12+ are Categorical or Grant Funds and 8+ indicates Ancillary Funds.)

EXTEND is noted when an already approved assignment has an extended end date.

Hourly/Temporary/Clerical/Secretarial, to provide clerical support including handling correspondence, maintaining files, answering phones, preparing reports and responding to public inquiries in one or more of the following campus and/or division offices: Instruction, Student Services or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Bui, Kimberly	CCC	04/07/11	06/30/11	120181-856601	M,T,W,TH,F
Matias, Diane-Joyce	GWC	04/07/11	06/30/11	124044-359301	M,T,W,TH,F
McCargo, Danico	OCC	04/07/11	06/30/11	124044-259300	M,T,W,TH
Millfelt, Donna	CCC	04/07/11	06/30/11	120181-856601	M,T,W,TH,F
Needham, Carol*	CCC	03/15/11	06/30/11	110001-880401	M,T,W,TH,F
Ngo, Patricia	CCC	04/07/11	06/30/11	120181-856601	M,T,W,TH,F
Ortega, Lorena	GWC	04/07/11	06/30/11	813001-361801	M,T,W,TH,F
Perry, Megan	CCC	04/11/11	06/30/11	124007-856101	M,T,W,TH,F
Pham, Thanh	OCC	04/07/11	06/30/11	124044-259300	M,W,F
Vu, Bao**	CCC	03/03/11	06/30/11	818010-870311	M,T,W,TH,F

*Justification: Department short staffed

**Justification: Department misplaced paperwork

Hourly/Temporary/Instructional/Research Assistant, to provide instructional support services to faculty and instructional divisions by assisting with pre-class preparations, maintaining various school records, scoring tests, tutoring, and coordinating instructional materials or equipment in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Brennan, Jamie*	GWC	02/17/11	06/30/11	110001-324105	M,T,W,TH,F
Oatman, Ryan	CCC	04/07/11	06/30/11	110001-801301	M,T,W,TH,F
Schreyer, Cecilia	OCC	04/07/11	06/30/11	110001-200300	M,W,F

* Justification: Department misfiled paperwork

Hourly/Temporary/Service/Maintenance, to perform a variety of semi-skilled maintenance, janitorial and repair work on campus buildings, equipment and facilities in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Martinez-Lopez, Macario*	OCC	03/10/11	06/30/11	110001-285201	M,W,F
Urbina, Thomas	OCC	04/07/11	06/30/11	127005-258900	M,T,W,TH,F
	OCC	04/07/11	06/30/11	812015-263750	M,T,W,TH,F

* Justification: Late submittal by department

Hourly/Temporary/Skilled Crafts, to perform highly specialized, detailed tasks such as transporting, segregating and storing hazardous materials, constructing and rigging stage equipment, or design event lighting for stage productions supporting one or more campus departments and/or divisions: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Arreola, Steve	GWC	04/07/11	06/30/11	813001-324704	M,T,W,TH,F
Oberlin, Christopher*	OCC	01/10/11	06/30/11	413020-286301	M,T,W,TH,F

* Justification: Late submittal by department due to confusion re budget allocation

Hourly/Temporary/Technical/Paraprofessional, to provide specialized and/or skilled technical support in such areas as classroom interpretation, computer operations, on-line editing, proctoring or special program research in one or more of the following campus and/or division offices: Instruction, Student Services, or Campus Operations for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Acquista, Andrew*	OCC	11/01/10	11/30/10	812010-266851	M,T,W,TH,F
Bahari, Carol	GWC	04/07/11	06/30/11	127002-361404	M,T,W,TH,F
Cannon, Michael	CCC	04/07/11	06/30/11	120010-850101	M,T,W,TH,F
Carrera, Walter	CCC	04/07/11	06/30/11	120010-850101	M,T,W,TH,F
Cohan, Scott	CCC	04/07/11	06/30/11	120080-853100	M,T,W,TH,F
Ngo, Khanh	CCC	04/07/11	06/30/11	120010-850101	M,T,W,TH,F
Varner, Angela	OCC	04/07/11	06/30/11	124044-259300	M,T,W,TH

*Justification: Department lost original paperwork

Hourly/Temporary Substitutes, pursuant to Section 7.2(A) of the Agreement between the Coast Community College District and the Coast Federation of Classified Employees, to take the place of a bargaining unit employee who is ill or on leave of absence for the time frame noted below.

<u>Name</u>	<u>LOC</u>	<u>Start Date</u>	<u>End Date</u>	<u>Funding Source</u>	<u>Days to Work</u>
Dang, Mai	OCC	03/14/11	05/31/11	110001-243000	M,T,W,TH,F
Dawes, Arthur	CCC	03/28/11	04/29/11	110001-880601	M,T,W,TH,F
Le, Steven	CCC	03/28/11	04/29/11	110001-880601	M,T,W,TH,F
Reyes, Gabriel	GWC	03/17/11	06/30/11	110001-385302	M,T,W,TH,F

11. Substitute Classified

It is recommended that authorization be given for the following hourly Substitutes, on call, as needed to perform noncertificated substitute services for classified employees temporarily absent from departments which have state mandated coverage requirements, or which perform services directly related to the safety and maintenance of the campuses.

Golden West College

Ortiz, Kendra

Orange Coast College

Engelke, Alexandra

Mohamed, Sabah

12. Clinical Advisors/Summer

None.

13. Medical Professional Hourly Personnel

Karimi, Ellie, OCC

14. Student Workers

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

Golden West College

Grint, Megan

Hendren, Steven

Pham, Loi

Pham, Tri

Vu, Linh

Orange Coast College

Huynh, Hoang

Kelley, Scott

Mathewson, Steve

Mejia, Maura

Oton, Amanda

Umatham, Katie

Regular Meeting
Board of Trustees
Coast Community College District
District Board Room

April 20, 2011

4:00 p.m. Closed Session
5:30 p.m. Regular Meeting

MINUTES

A Regular Meeting of the Board of Trustees of the Coast Community College District was held on April 20, 2011 in the Board Room at the District Office.

1. Call to Order

Board President Jerry Patterson called the meeting to order at 4:00 p.m.

2. Roll Call

Trustees Present: Jerry Patterson, Jim Moreno, Lorraine Prinsky, Mary Hornbuckle,
David Grant and Student Trustee Robert Lane

Trustees Absent: None

Board President Patterson led the Pledge of Allegiance to the United States of America.

3. Opportunity for Public Comment (Closed Session)

There were no requests to address the Board during Public Comment.

4. Recess to Closed Session

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

The Board recessed to Closed Session to discuss the following items:

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

5. Reconvene to Open Session

The Board reconvened to Open Session at 5:30 p.m.

6. Report of Action from Closed Session (if any)

There was no report of action from Closed Session

7. Opportunity for Public Comment

Robin Chapman and Ann Nicholson addressed the Board during Public Comment regarding Service Awards.

8. Acknowledgement of Tenure and Tenure Advancement

Board President Patterson acknowledged and congratulated faculty members achieving Tenure Track Advancement to Second Year, Tenure Track Advancement to Third Year, and Award of Tenure.

9. Presentation of Service Awards

Service Awards were presented in five-year increments for anniversary dates beginning with 5 years and ending with 40 years of service to the District. Board President Patterson thanked the award recipients, on behalf of the Board, and acknowledged them for their dedication to the District.

6. Adjournment

There being no further business, it was moved by Ms. Hornbuckle and seconded by Dr. Prinsky that the meeting be adjourned.

Motion carried with the following vote:

Aye:	Mr. Patterson, Mr. Moreno, Dr. Prinsky, Ms. Hornbuckle and Mr. Grant
No:	None
Absent:	None

The meeting was adjourned at 6:30 p.m.

Secretary of the Board of Trustees

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

FIRST AMENDMENT TO EDUCATIONAL AFFILIATION AGREEMENT

This First Amendment to the Educational Affiliation Agreement dated May 1, 2006 ("Agreement") by and between Golden West College ("College") and Orange Coast Memorial Medical Center, Inc., a California non-profit public benefit corporation ("Facility") is effective as of the first (1st) day of May, 2011.

WHEREAS, Facility and College desire to amend and modify the Agreement as set forth below in order that the Agreement, as amended and modified, is acceptable to both parties for execution;

THEREFORE, in consideration of the promises and of the mutual covenants herein, the parties agree that the Agreement shall be and is hereby amended and modified as follows:

1. Recitals, Section A, shall be revised to be consistent with the title and purpose of the Agreement as follows:

"A. College has an approved program for the instruction and training of students enrolled in the program(s) set forth on Exhibit "A" attached hereto and incorporated herein by reference ("Program(s)"). Such Programs require field experience in the community."

2. Article IX, Term of Agreement, Subsection 9.1 shall be deleted in its entirety and replaced with the following:

"9.1 The term of this Agreement shall be for a period of five (5) years commencing on the first (1st) day of May, 2011 and terminating on the thirtieth (30th) day of April, 2016 unless terminated in accordance with the provisions of this Agreement."

3. Article XII, General Provisions, Subsection 12.4 Notice, shall be deleted in its entirety and replaced with the following:

"12.4 Notice. All notices or other communications that either party may desire or may be required to deliver to the other party may be delivered in person or by depositing the same in the United States mail, postage prepaid, certified or registered mail, return receipt requested by overnight courier, or by electronic facsimile, confirmed in writing, addressed or delivered as follows:

If directed to Facility:

Orange Coast Memorial Medical Center
18111 Brookhurst Avenue, Suite 200
Fountain Valley, CA 92708
Attention: Monetta Stockton, RN, MN
Title: Manager, Professional Education

cc:

Legal Department
Memorial Health Services
17360 Brookhurst Avenue
Fountain Valley, CA 92708

If directed to College:

Golden West College
15744 Goldenwest Street
Huntington Beach, CA, 92647-2748
Attention: J. Hils-Williams
Jacqueline Hils-Williams, RN, MSN, CNS
School of Nursing, Director

Either party may change the address to which notices are to be delivered by giving notice hereinabove provided. Any notice shall be deemed to have been given, if hand delivered, or sent by overnight courier, as of the date delivered or if sent by electronic facsimile when confirmed in writing, or if mailed as provided herein, on the third (3rd) day after mailing."

3. In all other respects the Agreement shall remain as stated in the Agreement.
4. If the terms of the Agreement in any way conflict with or are otherwise inconsistent with the terms of this First Amendment, this First Amendment shall govern and control.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to the Educational Affiliation Agreement as shown below.

FACILITY

Orange Coast Memorial Medical Center

COLLEGE

Golden West College

By: _____

Dale Vital, RN, MBA
Chief Nursing Officer

By: _____

Date: _____, 2011

Date: _____, 2011

Approved as to form.
<u>Christine Beland, Esq.</u>
Signature
<u>Legal Dept. Representative</u>
Title
<u>April 20, 2011</u>
Date

EXHIBIT "A"

PROGRAMS

Under the Educational Affiliation Agreement dated May 1, 2006, and amended on May 1, 2011 (collectively the "Agreement") the College provides the following Programs:

- Nursing Program
- Physical Therapy Program
- Surgical Technology Program
- Associate Degree Nursing (ADN) Program
College conducts rotations and preceptorships in
ER/Med/Surg/Tele/Oncology/Pre-op-PACU/Maternal-Child-Health and Critical
Care. Students perform observations in GI Lab, Specials/CVOU and Cath
Lab.

STANDARD AGREEMENT

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

M182243

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Employment Development Department

CONTRACTOR'S NAME

Coast Community College District

2. The term of this Agreement is: May 1, 2011 through April 30, 2013, or upon final approval.
3. The maximum amount of this Agreement is: \$11,875.00
Eleven Thousand Eight Hundred Seventy Five Dollars and No Cents
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	1 Page
Attachment A-1	Specifications	1 Page
Exhibit B	Budget Detail and Payment Provisions	1 Page
Attachment B-1	Budget Detail	1 Page
Exhibit C *	General Terms and Conditions	GTC 610
Exhibit D	Special Terms and Conditions	1 Page

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%20Language/default.htm

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

STATE OF CALIFORNIA

AGENCY NAME

 Employment Development Department

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Amy Rodriguez, Manager, Contract Services Group

ADDRESS

800 Capitol Mall, MIC 62-C, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:

DGS Exemption Letter No. 54.3

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Coast Community College District hereinafter referred to as Contractor, for the purpose of reimbursing the Contractor for EDD's share of the telephone service cost at the Coast Community College District (Orange County One-Stop Career Center) located at 125 Technology Drive West, Irvine, CA 92618. EDD is co-located at this site under the Workforce Investment Act (WIA) mandate.
2. The services shall be reimbursed in accordance with Attachment A-1, Specifications, and Exhibit B-1, Budget Detail.
3. The project representative during the term of this agreement will be:

State Agency

Employment Development Department
Attn: Martha Scarbrough
125 Technology Drive West
Irvine, CA 92618
Phone: (949) 341-8049
Fax: (949) 341-8050

Contractor

Coast Community College District
Attn: Jerry Patterson
1370 Adams Avenue
Costa Mesa, CA 92627
Phone: (714) 241-4913
Fax: (714) 241-4983

**Attachment A-1
(Standard Agreement)**

Specifications

- The Employment Development Department (EDD) agrees to utilize the partner's telephone services at the Orange County One-Stop in Irvine, CA.
- The term of this agreement shall be May 1st, 2011 through April 30th, 2013.
- The total amount of the fiscal and variable telephone services charges of this agreement shall not exceed \$11,875. See TOTAL on ATTACHMENT # 1 (IRVINE BUDGET PAGE).
- **Telephone Service Scenarios**
- EDD staff will utilize the Partner (Career Center) telephone services.
- The partner agrees to provide the EDD staff with proprietary telephone system instruments attached. Telephone services shall include, instrument, installation, cross connects, dial tone access, long distance access, programming, voicemail, maintenance, and shared incoming trunk cost.
- The partner agrees to coordinate the specific line appearance and ring programming of the EDD staff telephone instruments with the EDD Data Processing Vendor Management Unit Analyst and the local office manager. EDD staff instruments shall restrict 900, 976, 3rd party, caller ID, and international calls.
- The Partner agrees to perform Moves, Adds, and Changes, (MAC's) to EDD assigned system instruments,
- The Partner also agrees to perform MAC's for peripheral EDD lines and instruments not connected to the partner telephone system. Peripheral lines are identified as fax, modem, Unemployment Insurance direct connects, etc.
- The Partner agrees to invoice the Department, in arrears, for applicable one-time charges.
- The Partner agrees to invoice the Department (EDD) monthly in arrears for the agreed upon ongoing telephone service charges, and, actual long distance and toll charges incurred by the EDD staff using the partner telephone system. Long distance and toll charges shall be itemized by station number in a monthly cost accounting report that will be made available to the EDD manager.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The total amount of this Agreement shall not exceed Eleven Thousand Eight Hundred Seventy-Five Dollars and No Cents. (\$11,875.00)
- b) Invoices may be submitted monthly in triplicate, in arrears, and must reference the EDD Contract Number **M182243** and shall be forwarded to:

Employment Development Department
125 Technology Drive West
Irvine, CA 92618
Attn: Martha Scarbrough

2. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

In the event of a dispute between EDD and the Contractor over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Contractor. An election for arbitration to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

2. Workforce Investment Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

Contractor agrees to conform to the provisions of the Workforce Investment Act (WIA) and the contract requirements as referenced in 29 CFR, Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

3. Termination

This Agreement may be terminated by EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such shall any such delay in or failure of performance constitute default, if such delay or failure that performance is impossible.

EDD Contract No.M182243
EDD/Coast Community College District
Page 1 of 1

[illegible]

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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STANDARD AGREEMENT

STD. 213 (Rev 06/03)

AGREEMENT NUMBER

M182246

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Employment Development Department

CONTRACTOR'S NAME

Coast Community College District**2. The term of this****Agreement is:****May 1, 2011 through April 30, 2013, or upon final approval.****3. The maximum amount \$9,656.00****of this Agreement is:****Nine Thousand Six Hundred Fifty Six Dollars and No Cents****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	1 Page
Attachment A-1	Specifications	1 Page
Exhibit B	Budget Detail and Payment Provisions	1 Page
Attachment B-1	Budget Detail	1 Page
Exhibit C *	General Terms and Conditions	GTC 610
Exhibit D	Special Terms and Conditions	1 Page

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%20Language/default.htm

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**STATE OF CALIFORNIA**

AGENCY NAME

 **Employment Development Department**

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Amy Rodriguez, Manager, Contract Services Group

ADDRESS

800 Capitol Mall, MIC 62-C, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:**DGS Exemption Letter No. 54.3****Attachment 4**

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Coast Community College District hereinafter referred to as Contractor, for the purpose of reimbursing the Contractor for EDD's share of the telephone service cost at the Coast Community College District (Orange County One-Stop Career Center) located at 5405 Garden Grove Blvd, Westminster, CA 92683. EDD is co-located at this site under the Workforce Investment Act (WIA) mandate.
2. The services shall be reimbursed in accordance with Attachment A-1, Specifications, and Exhibit B-1, Budget Detail.
3. The project representative during the term of this agreement will be:

State Agency

Employment Development Department
Attn: Javier Perez
5405 Garden Grove Blvd
Westminster, CA 92683
Phone: (714) 241-4943
Fax: (714) 241-4958

Contractor

Coast Community College District
Attn: Jerry Patterson
1370 Adams Avenue
Costa Mesa, CA 92627
Phone: (714) 241-4913
Fax: (714) 241-4983

**Attachment A-1
(Standard Agreement)**

Specifications

- The Employment Development Department (EDD) agrees to utilize the partners telephone services at the Orange County One-Stop in Westminster, CA.
- The term of this agreement shall be May 1st, 2011 through April 30th, 2013.
- The total amount of the fiscal and variable telephone services charges of this agreement shall not exceed \$9,656. See TOTAL on ATTACHMENT # 1 (WESTMINSTER BUDGET PAGE).
- **Telephone Service Scenarios**
- EDD staff will utilize the Partner (Career Center) telephone services.
- The partner agrees to provide the EDD staff with proprietary telephone system instruments attached. Telephone services shall include, instrument, installation, cross connects, dial tone access, long distance access, programming, voicemail, maintenance, and shared incoming trunk cost.
- The partner agrees to coordinate the specific line appearance and ring programming of the EDD staff telephone instruments with the EDD Data Processing Vendor Management Unit Analyst and the local office manager. EDD staff instruments shall restrict 900, 976, 3rd party, caller ID, and international calls.
- The Partner agrees to perform Moves, Adds, and Changes, (MAC's) to EDD assigned system instruments,
- The Partner also agrees to perform MAC's for peripheral EDD lines and instruments not connected to the partner telephone system. Peripheral lines are identified as fax, modem, Unemployment Insurance direct connects, etc.
- The Partner agrees to invoice the Department, in arrears, for applicable one-time charges.
- The Partner agrees to invoice the Department (EDD) monthly in arrears for the agreed upon ongoing telephone service charges, and, actual long distance and toll charges incurred by the EDD staff using the partner telephone system. Long distance and toll charges shall be itemized by station number in a monthly cost accounting report that will be made available to the EDD manager.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) The total amount of this Agreement shall not exceed Nine Thousand Six Hundred Fifty-Six Dollars and No Cents. (\$9,656.00)
- b) Invoices may be submitted monthly in triplicate, in arrears, and must reference the EDD Contract Number **M182246** and shall be forwarded to:

Employment Development Department
5405 Garden Grove Blvd
Westminster, CA 92683
Attn: Javier Perez

2. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

EDD has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

In the event of a dispute between EDD and the Contractor over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both EDD and the Contractor. An election for arbitration to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

2. Workforce Investment Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

Contractor agrees to conform to the provisions of the Workforce Investment Act (WIA) and the contract requirements as referenced in 29 CFR, Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

3. Termination

This Agreement may be terminated by EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

4. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such shall any such delay in or failure of performance constitute default, if such delay or failure that performance is impossible.

EDD Contract No.M182246
EDD/Coast Community College District

ITEM	DESCRIPTION	MONTHLY COST	ANNUAL COST	COST CENTER	PROJ/ACT CODE	EXPENSE CODE	COMMENTS
Westminster							
Telephones	Equipment/line rental, ongoing.	\$220	\$2,640	00420	205/500	410	\$ 10 per line (22) per mo. Incl shared cost for DID & Pt to Pt ckt's
Telephones	Installation, One-time		\$0	00420	205/500	410	Included in per unit cost
Telephones	Long distance and toll (est.)	\$110	\$1,320	00420	205/500	410	\$ 5 per line (22) per month
Telephones	Moves, Adds, Changes (est.)	\$25	\$300	00420	205/500	410	Includes installation and equipment cost for unanticipated growth
Note	EDD's share of telephone service is 34% of the basic telephone bill.						
	SUB - TOTALS	\$355	\$4,260				
	YEARLY COTST	5/1/2011-6/30/11	7/1/2011 - 6/30/12	7/1/2012 - 4/30/13			24 MONTH TOTALS (5/1/2011 - 4/30/2013)
Telephones		\$710	\$4,260	\$4,686 *			\$9,656
							* represents an estimated 10% increase of all telephone costs over previous FY.

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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THIS AMENDMENT TO SUBLEASE, made and entered into this 10th day of February 2011, by and between COAST COMMUNITY COLLEGE DISTRICT, hereinafter called Sublessor, and the State of California acting by and through the Director of the Department of General Services, hereinafter called the State.

WITNESSETH:

WHEREAS, under sublease dated February 2, 2005, the State hires from Sublessor certain premises located at 125 Technology Drive, Ste. 200, Irvine, CA as more particularly described in said sublease; and

WHEREAS, the parties hereto desire to amend said sublease to (1) amend the description paragraph and add Exhibit E-1; (2) extend the lease term; (3) extend the early termination date; (4) adjust the monthly rental; and (5) add the "First Amendment to Lease" as Exhibit F to the sublease;

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

1. Effective February 1, 2010, the description paragraph of said sublease is amended to approximately 8,035 net usable square feet of office space on the second floor (consisting of 5,619 net usable square feet of shared space as outlined in green and 2,416 net usable square feet of exclusive space as outlined in red on the attached Exhibit E-1). Exhibit E-1, dated September 20, 2010, shall be added and incorporated into this sublease.

2. Effective February 1, 2010, the ending term of October 31, 2009 as shown in Paragraph 2 of said sublease is amended to read January 31, 2015.

3. Effective February 1, 2010, the early termination date of March 31, 2007 as shown in Paragraph 3 of said sublease is amended to read January 31, 2012.

Attachment 5

4. Effective February 1, 2010, the monthly rent schedule as shown in Paragraph 4 of said sublease is deleted and the following rent schedule is substituted in its place:

SIXTEEN THOUSAND ONE HUNDRED FIFTY AND 35/100 DOLLARS
(\$16,150.35) from February 1, 2010, through January 31, 2011; then

SIXTEEN THOUSAND FIVE HUNDRED FIFTY-TWO AND 10/100 DOLLARS
(\$16,552.10) from February 1, 2011, through January 31, 2012; then

SIXTEEN THOUSAND NINE HUNDRED FIFTY-THREE AND 85/100 DOLLARS
(\$16,953.85) from February 1, 2012, through January 31, 2013; then

SEVENTEEN THOUSAND THREE HUNDRED FIFTY-FIVE AND 60/100 DOLLARS
(\$17,355.60) from February 1, 2013, through January 31, 2014; then

SEVENTEEN THOUSAND SEVEN HUNDRED FIFTY-SEVEN AND 35/100 DOLLARS
(\$17,757.35) from February 1, 2014, through January 31, 2015; and thereafter

5. Effective February 1, 2010, the "First Amendment to Lease" of the Master Lease, dated August 26, 2009, shall be incorporated and made part of this sublease as Exhibit F.

Except as amended herein, all the terms of said sublease hereinabove referred to shall remain unchanged and in full force and effect.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

IN WITNESS WHEREOF, this Amendment to Sublease has been executed by the parties hereto on the date first above written.

STATE OF CALIFORNIA

Approval Recommended:

DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION
PROFESSIONAL SERVICES BRANCH

COAST COMMUNITY COLLEGE
DISTRICT

By _____
JAMES MCNEARNEY, Real Estate Officer

By _____
JERRY PATTERSON, President, Board
of Trustees

Date _____

Date _____

Approved:

Approved as to Form:

By _____
JACK P. LIPTON, Esq., General
Counsel

DIRECTOR OF THE DEPARTMENT
OF GENERAL SERVICES

Date _____

Approved as to Insurance:

By _____
PATTI JOSEPH, Leasing Manager
Real Estate and Planning Section

By _____
BILL KERWIN, Risk Services Manager

Date _____

Date _____

EXHIBIT "F"

First Amendment to Lease

Project No.: 129845
Amendment No. One
Lease No.: 5632-001
February 10, 2011



ORIGINAL

FIRST AMENDMENT TO LEASE

I. PARTIES AND DATE.

This First Amendment to Lease (the "Amendment") dated August 26, 2009, is by and between THE IRVINE COMPANY LLC, a Delaware limited liability company, formerly The Irvine Company, a Delaware corporation ("Landlord"), and COAST COMMUNITY COLLEGE DISTRICT, a public educational entity ("Tenant").

II. RECITALS.

On September 20, 2004, Landlord and Tenant entered into a lease ("Lease") for space in a building located at 125 Technology Drive, Suite 200, Irvine, California ("Premises").

Landlord and Tenant each desire to modify the Lease to extend the Lease Term, to adjust the Basic Rent and to make such other modifications as are set forth in "III. MODIFICATIONS" next below.

III. MODIFICATIONS.

A. Basic Lease Provisions. The Basic Lease Provisions are hereby amended as follows:

1. Item 5 is hereby deleted in its entirety and substituted therefor shall be the following:

"5. Lease Term: The Term of this Lease shall expire at midnight on January 31, 2015"

2. Item 6 is hereby amended by adding the following:

"Commencing February 1, 2010, the Basic Rent shall be Twenty Four Thousand One Hundred Fifty-Six Dollars (\$24,156.00) per month, based on \$1.10 per rentable square foot.

Commencing February 1, 2011, the Basic Rent shall be Twenty Five Thousand Two Hundred Fifty-Four Dollars (\$25,254.00) per month, based on \$1.15 per rentable square foot.

Commencing February 1, 2012, the Basic Rent shall be Twenty Six Thousand Three Hundred Fifty-Two Dollars (\$26,352.00) per month, based on \$1.20 per rentable square foot.

Commencing February 1, 2013, the Basic Rent shall be Twenty Seven Thousand Four Hundred Fifty Dollars (\$27,450.00) per month, based on \$1.25 per rentable square foot.

Commencing February 1, 2014, the Basic Rent shall be Twenty Eight Thousand Five Hundred Forty-Eight Dollars (\$28,548.00) per month, based on \$1.30 per rentable square foot."

B. Landlord's Responsibilities. The provisions of Section 2.4 of the Lease entitled "Landlord's Responsibilities" shall remain in full force and effect during the Term of the Lease as extended by this Amendment.

C. Right to Extend the Lease. The provisions of Section 3.3 of the Lease entitled "Right to Extend this Lease" shall remain in full force and effect and exercisable by Tenant during the Term of the Lease as extended by this Amendment, except that: (i) the reference in the first paragraph to "not

less than seven (7) months or more than twelve (12) months" is hereby revised to "not less than seven (7) months or more than ten (10) months"; and (ii) provided that the first sentence of the last paragraph of said Section 3.3 is hereby deleted in its entirety and substituted therefore shall be the following: "If Tenant fails to timely exercise the extension rights created by this Section 3.3 within the time period set forth in the initial paragraph of this Section 3.3 as amended by this Amendment, or if Tenant revokes its Commitment Notice as provided in the second paragraph of this Section 3.3, then Tenant's right to extend the Term shall be extinguished and the Lease shall automatically terminate as of the expiration date of the Term, without any extension and without any liability to Landlord."

D. Tenant's Right to Terminate. The provisions of Section 3.4 of the Lease are hereby deleted in their entirety and substituted therefor shall be the following:

"SECTION 3.4. TENANT'S RIGHT TO TERMINATE. Provided that no Event of Default has occurred under any provision of the Lease, either at the time of Tenant's election of its right to terminate granted herein or as of the effective Termination Date, Tenant shall have the right to terminate this Lease, effective as of January 31, 2011, January 31, 2012, January 31, 2013 or January 31, 2014 (the "**Termination Date**"), provided Tenant has delivered its irrevocable written notice of such election to terminate (the "**Termination Notice**") to Landlord, in each instance, not later than eight (8) months prior to the effective Termination Date. All rental and other costs due under this Lease for the Premises shall be due and payable by Tenant to Landlord through the Termination Date. In addition, should Tenant exercise the foregoing right to terminate, Tenant shall pay to Landlord, concurrently with its delivery of the Termination Notice, a separate termination fee comprised of the unamortized portion (based upon a constant amortization over a five (5) year period at a ten percent (10%) interest rate) as of the Termination Date of the brokerage commissions paid by Landlord in connection with this Amendment. Any such termination by Tenant shall not abrogate any obligation existing under the Lease as of the Termination Date or otherwise attributable to Tenant's occupancy thereof. If Tenant fails to timely deliver the Termination Notice, Tenant's right to terminate as of the applicable Termination Date herein provided shall be automatically extinguished and shall be of no further force or effect."

E. Property Taxes. The following provisions are hereby added at the end of Section 4.2(h): "Notwithstanding the foregoing: (A) general net income or franchise taxes imposed against Landlord shall be excluded, and (B) if there is an increase of Property Taxes as the result of a "change in ownership" of the Building during the sixty (60)-month Term as extended by this Amendment, then for the remainder of the 60-months of the Term only, Property Taxes shall not exceed the maximum amount assessed against the Building based on the assumptions that the change in ownership had not occurred, and that the taxing authority had otherwise imposed the maximum tax assessment against the Building."

F. Operating Expenses. The following provisions are hereby added as Subsection 4.2(i) of the Lease:

"(i) Notwithstanding anything to the contrary in this Section 4.2, Operating Expenses shall not include:

- (i) Costs required of Landlord as expressly provided in Section 2.4 of the Lease;
- (ii) Costs incurred by Landlord for the repair of damage to the Building or the Project to the extent that Landlord is actually reimbursed by insurance proceeds;
- (iii) Costs, including permit, license and inspection costs, incurred with respect to the installation of improvements made for new tenants or other occupants in the Building or the Project or incurred in renovating or otherwise improving, decorating, painting or redecorating vacant space for tenants or other occupants of the Building or the Project;



- (iv) Marketing costs, including leasing commission, attorneys' fees, and other costs and expenses incurred in connection with lease, sublease and/or assignment negotiations and transactions or disputes with present or prospective tenants or other occupants of the Building or the Project;
- (v) Except to the extent expressly permitted in Section 4.2(g), costs of capital nature, including, without limitation, capital improvements, capital repairs (except as otherwise permitted herein), capital equipment and capital tools;
- (vi) Expenses in connection with services or other benefits which are made available to other tenants of the Building or Project but not made available to Tenant;
- (vii) Costs incurred by Landlord due to the violation by Landlord of the terms of this Lease;
- (viii) Overhead and profit increment paid to Landlord or to subsidiaries or affiliates of Landlord for goods and/or services in the Building or the Project to the extent the same exceeds the costs of such goods and/or services rendered by unaffiliated third parties on a competitive basis;
- (ix) Any compensation paid to clerks, attendants or other persons in commercial concessions (other than parking) operated by Landlord, or to employees above the rank of property manager or building engineer;
- (x) Advertising and promotional expenditures, and costs of the acquisition and/or installation (but excluding maintenance costs) of signs in or on the Building or the Project identifying the owner or any tenant."

G. Security Deposit Section 4.3 of the Lease is hereby amended to provide that, upon an Event of Default by Tenant (as defined in Section 14.1 of the Lease), Landlord may, in its sole and absolute discretion and notwithstanding any contrary provision of California Civil Code Section 1950.7, additionally retain, use or apply the whole or any part of the Security Deposit to pay amounts estimated by Landlord as the amount due Landlord for prospective rent and for damages pursuant to Section 14.2 (a)(i) of the Lease and/or California Civil Code Section 1951.2.

H. Monument Signage Section 5.2 of the Lease is hereby amended to provided that, provided Tenant and/or the assignee(s) or sublessee(s) pursuant to Section 9.1(f) of the Lease continue to occupy the entire Premises, Tenant shall additionally have the right to one (1) signage position on the exterior monument sign at the front of the Building, subject to Landlord's right of approval, prior to installation, that such signage is in compliance with the "Signage Criteria" (as defined in Section 5.2).

I. Hazardous Materials

(i) Section 5.3(e) of the Lease is hereby deleted in its entirety and substituted therefor shall be the following:

"(e) If the presence of any Hazardous Materials on, under, from or about the Premises or the Project caused or permitted by Tenant or its agents, employees, contractors, licensees or invitees results in (i) injury to any person, (ii) injury to or any contamination of the Premises or the Project, or (iii) injury to or contamination of any real or personal property wherever situated, Tenant, at its expense, shall promptly take all actions necessary to return the Premises and the Project and any other affected real or personal property owned by Landlord to the condition existing prior to the introduction of such Hazardous Materials and to remedy or repair any such injury or contamination, including without limitation, any cleanup, remediation, removal, disposal, neutralization or other treatment of any such Hazardous Materials. To the fullest extent permitted by law, and except to the extent caused by Landlord, its agents, employees, contractors, licensees or invitees, Tenant shall indemnify, hold

harmless, protect and defend (with attorneys reasonably acceptable to Landlord) Landlord and any successors to all or any portion of Landlord's interest in the Premises and the Project and any other real or personal property owned by Landlord from and against any and all liabilities, losses, damages, diminution in value, judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including without limitation reasonable attorneys' fees, court costs and other professional expenses), whether foreseeable or unforeseeable, to the extent arising directly or indirectly out of the use, generation, storage, treatment, release, on- or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises, the Building or the Project and any other real or personal property owned by Landlord caused or permitted by Tenant, its agents, employees, contractors, licensees or invitees. Such indemnity obligation shall specifically include, without limitation, the cost of any required or necessary repair, restoration, cleanup or detoxification of the Premises, the Building and the Project and any other real or personal property owned by Landlord, the preparation of any closure or other required plans, whether or not such action is required or necessary during the Term or after the expiration of this Lease and any loss of rental due to the inability to lease the Premises or any portion of the Building or Project as a result of such Hazardous Material or remediation thereof. If it is at any time discovered that Hazardous Materials have been released on, into, from, under or about the Premises, the Building or the Project or any other real or personal property owned by Landlord during the Term by Tenant, its agents, employees, contractors, licensees, or invitees, Tenant shall, at Landlord's request, immediately prepare and submit to Landlord a comprehensive plan, subject to Landlord's approval, specifying the actions to be taken by Tenant to return the Premises, the Building or the Project or any other real or personal property owned by Landlord to the condition existing prior to the introduction of such Hazardous Materials. Upon Landlord's approval of such cleanup plan, Tenant shall, at its expense, and without limitation of any rights and remedies of Landlord under this Lease or at law or in equity, immediately implement such plan and proceed to cleanup such Hazardous Materials in accordance with all applicable laws and as required by such plan and this Lease. The provisions of this Section 5.3(e) shall expressly survive the expiration or sooner termination of this Lease.

(ii) The following provisions are hereby added as Section 5.3(h) of the Lease:

"(h) Notwithstanding anything to the contrary contained in this Lease, including without limitation, this Section 5.3 or Section 10.3 of the Lease, Tenant shall not be obligated to indemnify Landlord for, nor to perform any repair, restoration, cleanup, remediation, or detoxification with respect to, any release of any Hazardous Materials brought onto the Premises, into the Building, or on, in or under the Project or the land upon which the Building is located by anyone other than Tenant, its employees, third-party contractors, agents, licensees, invitees or any other occupant in all or a portion of the Premises during the Term. If Tenant encounters Hazardous Materials in the Premises or the Common Areas, Tenant shall handle any such substances that it disturbs according to applicable environmental and safety laws. Notwithstanding anything to the contrary contained herein and except to the extent Hazardous Materials are disturbed by Tenant, Tenant shall have no responsibility for managing, monitoring or abating, nor be the owner of, nor have any liability for, any Hazardous Materials not brought into the Premises, the Project, or the Building by Tenant, its employees, third-party contractors, agents, licensees, invitees or other occupants in all or a portion of the Premises."

J. "After Hours" HVAC. The parties confirm and agree that the "reasonable charge" as used in Section 6.1 of the Lease for Tenant's "after hours" usage of each HVAC servicing the Premises, shall mean the following charges (in addition to the electricity charges paid to the utility provider): (i) \$5.00 per hour for 1-5 ton HVAC units, (ii) \$7.50 per hour for 6-30 ton HVAC units and (iii) \$10.00 per hour for HVAC units of greater than 30 tons."



K. Section 9.1(f) of the Lease is hereby deleted in its entirety, and substituted therefor shall be the following:

“(f) Notwithstanding the foregoing, Tenant may, without Landlord’s prior consent but with prior written notice to Landlord, assign or transfer its right, title and interest in this Lease or sublease the Premises to the County of Orange and/or the State of California (a “County/State Transfer”), so long as there is no material change in use of the Premises, and so long as such County/State Transfer would not: (i) increase the risk to the Building (e.g., a high-profile agency, department, or branch), (ii) unduly burden normal Building services (e.g., elevator use), (iii) have heavy public traffic flow (e.g., child support services, department of motor vehicles, or immigration), (iv) result in an excessive amount of foot traffic to and from the Premises, or (v) result in an excessive occupancy, based on the number of people per square foot, within the Premises. Any such County/State Transfer shall be subject to the terms and conditions of Section 9.2 of the Lease, except that, from and after the effective date of any such assignment of this Lease to the County of Orange or to the State of California, Tenant shall have no further obligation under the Lease, including without limitation, any further obligation to pay rent.”

L. Tenant’s Indemnity. Section 10.3 of the Lease entitled “Tenant’s Indemnity” is hereby deleted in its entirety and substituted therefor shall be the following:

“SECTION 10.3 JOINT INDEMNITY.

(a) To the fullest extent permitted by law, Tenant shall defend, indemnify, protect, save and hold harmless Landlord, its agents, and affiliates of Landlord, including, without limitation, any corporations or other entities controlling, controlled by or under common control with Landlord, from and against any and all claims, liabilities, costs or expenses arising either before or after the Commencement Date from Tenant’s use or occupancy of the Premises, the Building or the Common Areas, including, without limitation, the use by Tenant, its agents, employees, invitees or licensees of any recreational facilities within the Common Areas, or from the conduct of its business, or from any activity, work, or thing done, permitted or suffered by Tenant or its agents, employees, invitees or licensees in or about the Premises, the Building or the Common Areas, or from any Event of Default in the performance of any obligation on Tenant’s part to be performed under this Lease, or from any act or negligence of Tenant or its agents, employees, visitors, patrons, guests, invitees or licensees. Landlord may, at its option, require Tenant to assume Landlord’s defense in any action covered by this Section 10.3(a) through counsel reasonably satisfactory to Landlord. The provisions of this Section 10.3(a) shall expressly survive the expiration or sooner termination of this Lease. Tenant’s obligations under this Section shall not apply to the extent that the claim, liability, cost or expense is (i) ultimately determined to have been caused by the negligence or willful misconduct of Landlord, or (ii) is covered by Landlord’s indemnity obligations set forth in Section 10.3(b) below.

(b) To the fullest extent permitted by law, but subject to the express limitations on liability contained in this Lease (including, without limitation, the provisions of Sections 10.4, 10.5 and 14.8 of this Lease), Landlord shall defend, indemnify, protect, save and hold harmless Tenant, its agents and any and all affiliates of Tenant, including without limitation, any corporations, or other entities controlling, controlled by or under common control with Tenant, from and against any and all claims, liabilities, costs or expenses arising either before or after the Commencement Date from the active negligence or willful misconduct of Landlord, its employees or authorized agents in connection with the operation, maintenance or repair of the Common Areas of the Project. Tenant may, at its option, require Landlord to assume Tenant’s defense in actions covered by this Section 10.3(b) through counsel reasonably satisfactory to Tenant. The provisions of this Section 10.3(b) shall expressly survive the expiration or sooner termination of this Lease. Landlord’s obligations under this Section 10.3(b) shall not apply to the extent that the claim, liability, cost or expense is (i) ultimately determined to have been caused by the negligence or willful misconduct of Tenant, or (ii) is covered by Tenant’s indemnity obligations set forth in Section 10.3(a) above.”

M. Late Payments. The reference to “Two Hundred Fifty Dollars (\$250.00)” in Section 14.3(a) of the Lease is hereby amended to “One Hundred Dollars (\$100.00).”

N. Waiver of Jury Trial. Section 14.7 of the Lease is hereby deleted in its entirety and substituted therefor shall be the following:

SECTION 14.7. WAIVER OF JURY TRIAL/JUDICIAL REFERENCE.

(a) LANDLORD AND TENANT EACH ACKNOWLEDGES THAT IT IS AWARE OF AND HAS HAD THE ADVICE OF COUNSEL OF ITS CHOICE WITH RESPECT TO ITS RIGHTS TO TRIAL BY JURY, AND, TO THE EXTENT ENFORCEABLE UNDER CALIFORNIA LAW, EACH PARTY DOES HEREBY EXPRESSLY AND KNOWINGLY WAIVE AND RELEASE ALL SUCH RIGHTS TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES, AND/OR ANY CLAIM OF INJURY OR DAMAGE. FURTHERMORE, THIS WAIVER AND RELEASE OF ALL RIGHTS TO A JURY TRIAL IS DEEMED TO BE INDEPENDENT OF EACH AND EVERY OTHER PROVISION, COVENANT, AND/OR CONDITION, SET FORTH IN THIS LEASE.

(b) IN THE EVENT THAT THE JURY WAIVER PROVISIONS OF SECTION 14.7(a) ARE NOT ENFORCEABLE UNDER CALIFORNIA LAW, THEN THE PROVISIONS OF THIS SECTION 14.7(b) SHALL APPLY. IT IS THE DESIRE AND INTENTION OF THE PARTIES TO AGREE UPON A MECHANISM AND PROCEDURE UNDER WHICH CONTROVERSIES AND DISPUTES ARISING OUT OF THIS LEASE OR RELATED TO THE PREMISES WILL BE RESOLVED IN A PROMPT AND EXPEDITIOUS MANNER. ACCORDINGLY, EXCEPT WITH RESPECT TO ACTIONS FOR UNLAWFUL OR FORCIBLE DETAINER OR WITH RESPECT TO THE PREJUDGMENT REMEDY OF ATTACHMENT, ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY HERETO AGAINST THE OTHER (AND/OR AGAINST ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBSIDIARY OR AFFILIATED ENTITIES) ON ANY MATTERS WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS LEASE, TENANT'S USE OR OCCUPANCY OF THE PREMISES AND/OR ANY CLAIM OF INJURY OR DAMAGE, SHALL BE HEARD AND RESOLVED BY A REFEREE UNDER THE PROVISIONS OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, SECTIONS 638 - 645.1, INCLUSIVE (AS SAME MAY BE AMENDED, OR ANY SUCCESSOR STATUTE(S) THERETO) (THE "REFEREE SECTIONS"). ANY FEE TO INITIATE THE JUDICIAL REFERENCE PROCEEDINGS SHALL BE PAID BY THE PARTY INITIATING SUCH PROCEDURE; PROVIDED HOWEVER, THAT THE COSTS AND FEES, INCLUDING ANY INITIATION FEE, OF SUCH PROCEEDING SHALL ULTIMATELY BE BORNE IN ACCORDANCE WITH SECTION 14.6 ABOVE. THE VENUE OF THE PROCEEDINGS SHALL BE IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED. WITHIN TEN (10) DAYS OF RECEIPT BY ANY PARTY OF A WRITTEN REQUEST TO RESOLVE ANY DISPUTE OR CONTROVERSY PURSUANT TO THIS SECTION 14.7(b), THE PARTIES SHALL AGREE UPON A SINGLE REFEREE WHO SHALL TRY ALL ISSUES, WHETHER OF FACT OR LAW, AND REPORT A FINDING AND JUDGMENT ON SUCH ISSUES AS REQUIRED BY THE REFEREE SECTIONS. IF THE PARTIES ARE UNABLE TO AGREE UPON A REFEREE WITHIN SUCH TEN (10) DAY PERIOD, THEN ANY PARTY MAY THEREAFTER FILE A LAWSUIT IN THE COUNTY IN WHICH THE PREMISES ARE LOCATED FOR THE PURPOSE OF APPOINTMENT OF A REFEREE UNDER CALIFORNIA CODE OF CIVIL PROCEDURE SECTIONS 638 AND 640, AS SAME MAY BE AMENDED OR ANY SUCCESSOR STATUTE(S) THERETO. IF THE REFEREE IS APPOINTED BY THE COURT, THE REFEREE SHALL BE A NEUTRAL AND IMPARTIAL RETIRED JUDGE WITH SUBSTANTIAL EXPERIENCE IN THE RELEVANT MATTERS TO BE DETERMINED, FROM JAMS/ENDISPUTE, INC., THE AMERICAN ARBITRATION ASSOCIATION OR SIMILAR MEDIATION/ARBITRATION ENTITY. THE PROPOSED REFEREE MAY BE CHALLENGED BY ANY PARTY FOR ANY OF THE GROUNDS LISTED IN SECTION 641 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, AS SAME MAY BE AMENDED OR ANY SUCCESSOR STATUTE(S)

THERETO. THE REFEREE SHALL HAVE THE POWER TO DECIDE ALL ISSUES OF FACT AND LAW AND REPORT HIS OR HER DECISION ON SUCH ISSUES, AND TO ISSUE ALL RECOGNIZED REMEDIES AVAILABLE AT LAW OR IN EQUITY FOR ANY CAUSE OF ACTION THAT IS BEFORE THE REFEREE, INCLUDING AN AWARD OF ATTORNEYS' FEES AND COSTS IN ACCORDANCE WITH CALIFORNIA LAW. THE REFEREE SHALL NOT, HOWEVER, HAVE THE POWER TO AWARD PUNITIVE DAMAGES, NOR ANY OTHER DAMAGES WHICH ARE NOT PERMITTED BY THE EXPRESS PROVISIONS OF THIS LEASE, AND THE PARTIES HEREBY WAIVE ANY RIGHT TO RECOVER ANY SUCH DAMAGES. THE PARTIES SHALL BE ENTITLED TO CONDUCT ALL DISCOVERY AS PROVIDED IN THE CALIFORNIA CODE OF CIVIL PROCEDURE, AND THE REFEREE SHALL OVERSEE DISCOVERY AND MAY ENFORCE ALL DISCOVERY ORDERS IN THE SAME MANNER AS ANY TRIAL COURT JUDGE, WITH RIGHTS TO REGULATE DISCOVERY AND TO ISSUE AND ENFORCE SUBPOENAS, PROTECTIVE ORDERS AND OTHER LIMITATIONS ON DISCOVERY AVAILABLE UNDER CALIFORNIA LAW. THE REFERENCE PROCEEDING SHALL BE CONDUCTED IN ACCORDANCE WITH CALIFORNIA LAW (INCLUDING THE RULES OF EVIDENCE), AND IN ALL REGARDS, THE REFEREE SHALL FOLLOW CALIFORNIA LAW APPLICABLE AT THE TIME OF THE REFERENCE PROCEEDING. IN ACCORDANCE WITH SECTION 644 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE, THE DECISION OF THE REFEREE UPON THE WHOLE ISSUE MUST STAND AS THE DECISION OF THE COURT, AND UPON THE FILING OF THE STATEMENT OF DECISION WITH THE CLERK OF THE COURT, OR WITH THE JUDGE IF THERE IS NO CLERK, JUDGMENT MAY BE ENTERED THEREON IN THE SAME MANNER AS IF THE ACTION HAD BEEN TRIED BY THE COURT. THE PARTIES SHALL PROMPTLY AND DILIGENTLY COOPERATE WITH ONE ANOTHER AND THE REFEREE, AND SHALL PERFORM SUCH ACTS AS MAY BE NECESSARY TO OBTAIN A PROMPT AND EXPEDITIOUS RESOLUTION OF THE DISPUTE OR CONTROVERSY IN ACCORDANCE WITH THE TERMS OF THIS SECTION 14.7(b). TO THE EXTENT THAT NO PENDING LAWSUIT HAS BEEN FILED TO OBTAIN THE APPOINTMENT OF A REFEREE, ANY PARTY, AFTER THE ISSUANCE OF THE DECISION OF THE REFEREE, MAY APPLY TO THE COURT OF THE COUNTY IN WHICH THE PREMISES ARE LOCATED FOR CONFIRMATION BY THE COURT OF THE DECISION OF THE REFEREE IN THE SAME MANNER AS A PETITION FOR CONFIRMATION OF AN ARBITRATION AWARD PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1285 ET SEQ. (AS SAME MAY BE AMENDED OR ANY SUCCESSOR STATUTE(S) THERETO).

O. Prorations. The third sentence of Article XVI of the Lease is hereby deleted in its entirety, and substituted therefore shall be the following:

"All payments requiring proration shall be prorated on the basis of the number of days in the pertinent calendar month or year, as applicable."

P. Broker's Commission. Article XVIII of the Lease is amended to provide that the parties recognize the following parties as the brokers who negotiated this Amendment, and agree that Landlord shall be responsible for payment of brokerage commissions to such brokers pursuant to its separate agreements with such brokers: Irvine Realty Company ("**Landlord's Broker**") and Lee & Associates/Newport Beach ("**Tenant's Broker**"). It is understood and agreed that Landlord's Broker represents only Landlord in connection with the execution of this Amendment and that Tenant's Broker represents only Tenant. The warranty and indemnity provisions of Article XVIII of the Lease, as amended hereby, shall be binding and enforceable in connection with the negotiation of this Amendment.

Q. JAMS. Section 22.7 of the Lease entitled "JAMS" is hereby deleted in its entirety and shall have no further force or effect.

R. Acceptance of Premises. Tenant acknowledges that the lease of the Premises pursuant to this Amendment shall be on an "as-is" basis without further obligation on Landlord's part as to improvements whatsoever, except Landlord shall trim the trees, on a one-time basis at its sole cost and expense, in front of Tenant's exterior "building top" signage. Tenant further acknowledges that the lease of the Premises pursuant to this Amendment is subject to the acknowledgments contained in Section 2.2 of the Lease.

IV. GENERAL.

A. Effect of Amendments. The Lease shall remain in full force and effect except to the extent that it is modified by this Amendment.

B. Entire Agreement. This Amendment embodies the entire understanding between Landlord and Tenant with respect to the modifications set forth in "III. MODIFICATIONS" above and can be changed only by a writing signed by Landlord and Tenant.

C. Counterparts. If this Amendment is executed in counterparts, each is hereby declared to be an original; all, however, shall constitute but one and the same amendment. In any action or proceeding, any photographic, photostatic, or other copy of this Amendment may be introduced into evidence without foundation.

D. Defined Terms. All words commencing with initial capital letters in this Amendment and defined in the Lease shall have the same meaning in this Amendment as in the Lease, unless they are otherwise defined in this Amendment.

E. Corporate and Partnership Authority. If Tenant is a corporation or partnership, or is comprised of either or both of them, each individual executing this Amendment for the corporation or partnership represents that he or she is duly authorized to execute and deliver this Amendment on behalf of the corporation or partnership and that this Amendment is binding upon the corporation or partnership in accordance with its terms.

F. SDN List. Tenant hereby represents and warrants that neither Tenant nor any officer, director, employee, partner, member or other principal of Tenant (collectively, "Tenant Parties") is listed as a Specially Designated National and Blocked Person ("SDN") on the list of such persons and entities issued by the U.S. Treasury Office of Foreign Assets Control ("OFAC"). In the event Tenant or any Tenant Party is or becomes listed as an SDN, Tenant shall be deemed in breach of this Lease and Landlord shall have the right to terminate this Lease immediately upon written notice to Tenant.

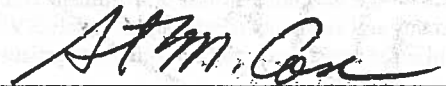
V. EXECUTION.

Landlord and Tenant executed this Amendment on the date as set forth in "I. PARTIES AND DATE." above.

LANDLORD:

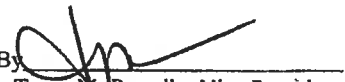
THE IRVINE COMPANY LLC
a Delaware limited liability company

By:



Steven M. Case, Executive Vice President
Office Properties

By:


Tracy M. Perrelle, Vice President
Operations, Office Properties

TENANT:

COAST COMMUNITY COLLEGE
DISTRICT,
a California public educational entity

By

Name

Title



David P. Currie, Ph.D.

Interim Chancellor

By

Name

Title



David P. Currie, Ph.D.

Interim Chancellor



**EARLY RETIREE REIMBURSEMENT PROGRAM
DATA RELEASE AGREEMENT FOR INSURED PLANS**

This Agreement is between Coast Community College District ("Plan Sponsor") and UnitedHealthcare Insurance Company ("United") and is dated and effective March 23, 2011.

RECITALS

United has issued to Plan Sponsor a group medical benefits contract ("the Contract") that provides insured benefits to Plan Sponsor's employees, retirees and their dependents; and

The Contract provides medical care benefits for certain of Plan Sponsor's retirees who are age 55 and older and are not yet eligible for Medicare; and

Plan Sponsor intends to participate in the Early Retiree Reinsurance Program ("the Program") whereby the United States Department of Health and Human Services (HHS) will provide reimbursements ("the Reimbursements") to Plan Sponsor to the extent that the Contract provides certain defined claims benefits to its Early Retirees under regulations issued by HHS; and

Plan Sponsor must arrange to provide to HHS certain information held by United as defined under 45 C.F.R. §§149.320-149.335, in order to qualify for and receive the Reimbursements; and

United is a "covered entity" under the Health Insurance Portability and Accountability Act (HIPAA) that governs the use of Protected Health Information (PHI) as defined under HIPAA; and

HHS's Interim Final Rule on the Program requires the Plan Sponsor to have an agreement with its health insurance issuer regarding disclosure of information to HHS; and

HHS's Interim Final Rule on the Program permits insurance issuers to submit relevant claims data directly to HHS on behalf of the Plan Sponsor; and

Inasmuch as the data required by HHS may constitute PHI, and inasmuch as Plan Sponsor under HIPAA may not have direct access to such data, HHS requires that the Plan Sponsor and United enter into an agreement whereby the Plan Sponsor requests United, as its health insurance issuer under 42 CFR § 423.884(b), to submit this information directly to HHS on its behalf.

NOW, THEREFORE, in consideration of the mutual promises of the parties and other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. Plan Sponsor hereby engages United for the services indicated in Exhibit A and agrees to pay the service fees, if any, associated with the elected services as shown on that Exhibit.
2. Upon request of the Plan Sponsor United will disclose directly to HHS on Plan Sponsor's behalf, such information described below that Plan Sponsor has determined is necessary for Plan Sponsor to comply with the requirements of the Program, as set forth in 45 C.F.R. §§149.320-149.335, or any successor regulation promulgated by HHS, and any guidance issued by HHS, and any mandated updates of required information. Any information that United discloses to HHS will be in compliance with all applicable procedures and submission deadlines relating to the information to be disclosed.
3. Plan Sponsor further directs United to make arrangements with any Business Associate with whom United has a Business Associate Agreement as required by HIPAA to send

directly to HHS any such required information that Business Associate may have in its possession.

4. United will maintain existing fraud, waste and abuse programs on behalf of the Plan that United believes are consistent with requirements of the Program.
5. Plan Sponsor certifies that, if required for the operation of the Program, it will take all steps necessary for it to review limited PHI disclosures as may be necessary for the operation of the Program including entering into a written PHI disclosure agreement with United.
6. United will cooperate fully in audits of the Plan Sponsor's participation in the Program conducted by HHS.
7. United agrees to maintain records consistent with the requirements of 45 C.F.R. §149.350 or any other requirements established by HHS and to make such records available to HHS upon HHS's request.
8. The Parties acknowledge, that any information provided to HHS in order for Plan Sponsor to become and to remain eligible on a continuing basis to receive the Reimbursements is being provided for the purpose of the Plan Sponsor obtaining federal funds in accordance with 45 CFR Section 149.35(f)(4)(ii).

Signature Page Follows

IN WITNESS WHEREOF, the parties have hereto affixed their respective authorized signatures and intend that this agreement be effective on the date first mentioned above.

Coast Community College District

UnitedHealthcare Insurance Company

UnitedHealthcare Early Retiree Reinsurance Program Summary: Fully Insured Plans

The Early Retiree Reinsurance Program (ERRP) provision of the recently enacted Patient Protection and Affordable Care Act offers the potential for Plan Sponsor who provide health insurance to large numbers of pre-65 retirees to significantly reduce coverage costs by accessing a temporary re-insurance program funded at \$5 billion.

The Interim Final Rule published on May 5, 2010 provides guidance for plan sponsors seeking to participate in this Program, and accelerates the effective date of the Program to June 1, 2010. Key uncertainties remain including the full set of information required to apply for the ERRP and the structure and frequency of reporting to the Department of Health and Human Services (HHS) required for a plan sponsor to claim Program reimbursements.

Based on our current understanding of the ERRP regulations, we have developed an entirely optional UnitedHealthcare ERRP Program to support plan sponsors and their consultants or brokers seeking our assistance in claim aggregation and cost reporting, plus available assistance with program application. Specifically, the UnitedHealthcare ERRP Program offers the following assistance to plan sponsors:

Application Support: UnitedHealthcare will assist Plan Sponsors as requested to complete ERRP applications, including guidance on information required to apply and phone-based assistance to complete applications. Note that the Plan Sponsor is ultimately responsible for filing the applications, and neither UnitedHealthcare nor any of its Affiliates will sign the ERRP application

Data Extraction: UnitedHealthcare will provide data extraction and management to provide ongoing data sharing with HHS at required time intervals, through all UHC legally approved transmission methods (e.g. FTP (File Transfer Protocol), secured email).

Data Aggregation: UnitedHealthcare will provide data aggregation as required for external (non-UnitedHealth Group) platforms to support ongoing data sharing with HHS required for Plan Sponsors to claim their share of the subsidy (Specified data format available upon request)

Summary Cost Reporting: UnitedHealthcare will provide summary cost reporting for Plan Sponsors to claim ERRP reimbursements directly to HHS

Calendar year 2010 pricing for Coast Community College District optional, fee-based service will be as follows, subject to final HHS regulations governing the allowable frequency of cost reporting:

Current UHC population:Cost per application to HHS – **Quarterly reporting: \$8,000**

Current Kaiser, Delta Health Systems & Medco populations: Cost per application to HHS – **Quarterly reporting: \$24,000**

This pricing assumes that we will access the NICE data sources from which to extract and aggregate data for cost reporting purposes for the current UHC business. An additional Non-Disclosure Agreement will be required to access 3rd party data.

Pricing for calendar year 2011 and beyond will be determined via a later update to this agreement, and a modest escalator may apply.

While final regulations governing how many applications a Plan Sponsor must file based on the number of “plans” they have in place are not yet finalized, we believe that in most cases the number of plans will follow the number of ERISA Form 5500 filings that the Plan Sponsor makes

for its health benefit plans. In cases with union-negotiated benefits or trust benefits, the union or trust benefits are often separate plans from the plan that covers non-union employees. Plans Sponsors should engage their own counsel and human resource personnel to make a final determination of the number of plans that cover early retirees.

We expect demand for this Program to be high, and cannot assure that individual Plan Sponsor applications will be accepted. As such, plan sponsors who agree in advance to participate in the UnitedHealthcare ERRP Program will not be charged the fee if their application is not accepted.

Please acknowledge your acceptance of this agreement by signing the attached contract, which also governs data sharing agreements required by the Early Retiree Reinsurance Program.

EXHIBIT A SERVICES AND FEES

SERVICES

Claims Administrator will perform the following specific services on behalf of Plan Sponsor:

Application Support: Claims Administrator will assist Plan Sponsors as requested to complete ERRP applications, including guidance on information required to apply and phone-based assistance to complete applications. Note that the Plan Sponsor is ultimately responsible for filing the applications, and neither Claims Administrator nor any of its Affiliates will sign the ERRP application

Data Extraction: Claims Administrator will provide data extraction and management to provide ongoing data sharing with HHS at required time intervals, through all UHC legally approved transmission methods (e.g. FTP (File Transfer Protocol), secured email).

Data Aggregation: Claims Administrator will provide data aggregation as required for external (non-UnitedHealth Group) platforms to support ongoing data sharing with HHS required for Plan Sponsors to claim their share of the subsidy (Specified data format available upon request)

Summary Cost Reporting: Claims Administrator will provide summary cost reporting for Plan Sponsors to claim ERRP reimbursements directly to HHS

SERVICE FEES

Calendar year 2010 pricing for Coast Community College District optional, fee-based service will be as follows, subject to final HHS regulations governing the allowable frequency of cost reporting:

Current UHC population: Cost per application to HHS – **Quarterly reporting: \$8,000**

Current Kaiser, Delta Health Systems & Medco populations: Cost per application to HHS – **Quarterly reporting: \$24,000**

This pricing assumes that we will access the NICE data sources from which to extract and aggregate data for cost reporting purposes for the current UHC business. An additional Non-Disclosure Agreement will be required to access 3rd party data.

Services under this Agreement are provided on a calendar year basis, not on a plan year basis. Pricing for calendar year 2011 and beyond will be determined via a later update to this agreement, and a modest escalator may apply. The Claims Administrator also reserves the right to modify fees, with 30 days' advance written notice, in the event that additional regulatory guidance requires additional services or changes to existing services.

EXHIBIT B

SERVICE FEES FOR 2011

Coast Community College District ("Plan Sponsor") and UnitedHealthcare Insurance Company ("Claims Administrator") hereby agree that this Service Fee Exhibit B is incorporated into that **EARLY RETIREE REINSURANCE PROGRAM DATA RELEASE AND SERVICE AGREEMENT FOR FULLY-INSURED** dated March 23, 2011 between the parties and is effective January 1, 2011.

For Calendar year 2011 pricing for Plan Sponsor's optional, fee-based service will be as follows:

Current UHC population: Cost per application to HHS – **Quarterly reporting: \$8,000**

Current Kaiser, Delta Health Systems & Medco populations: Cost per application to HHS – **Quarterly reporting: \$24,000**

This pricing assumes that we will access the NICE data sources from which to extract and aggregate data for cost reporting purposes for the current UHC business. An additional Non-Disclosure Agreement will be required to access 3rd party data.

The Claims Administrator reserves the right to modify fees, with 30 days' advance written notice, in the event that additional regulatory guidance requires additional services or changes to existing services. The 2011 Reporting Schedule attached hereto as Attachment 1 shows the frequency and timing of anticipated reports.

This service fee schedule will be in effect during all of calendar year 2011 and the Plan Sponsor shall be responsible to Claims Administrator for the base fee above regardless of the continuation of the ERRP during 2011. That obligation will also survive any termination of this Agreement. However, in the event that the ERRP funding is exhausted during 2011, Claims Administrator will provide a refund of \$600 to clients with monthly or quarterly reporting for each report not produced according to the Reporting Schedule noted below. For example, if the Claims Administrator has UNET-only monthly reporting and the funding ends so that no claims may be submitted after September 2011, based on the Reporting Schedule the Claims Administrator will refund \$5400 to Plan Sponsor (9 months times \$600).

In witness whereof the parties have hereto affixed their respective authorized signatures.

UnitedHealthcare Insurance Company

Coast Community College District

Date _____

Date _____

Attachment 1

2011 Reporting Schedule

2011 Reporting Schedule	Annual	Quarterly	Monthly	Off-Cycle
Jan/2011			X	As requested
Feb/2011		X	X	
Mar/2011			X	
Apr/2011			X	
May/2011		X	X	
Jun/2011			X	
Jul/2011			X	
Aug/2011		X	X	
Sep/2011			X	
Oct/2011			X	
Nov/2011		X	X	
Dec/2011			X	
Jan/2012			X	
Feb/2012	X	X	X	
Mar/2012			X	
Apr/2012			X	
May/2012		X	X	
Final Report per HHS	X	X	X	
Total Reports	2	7	18	

Third Party Disclosure Agreement

This THIRD PARTY DISCLOSURE AGREEMENT ("Agreement") is entered into by and between Coast Community College District ("Employer"), Alliant Insurance Services ("Vendor"), and UnitedHealthcare Insurance Company for itself and its affiliated companies ("United") and will be effective on March 30, 2011. These parties acknowledge and agree as follows:

A. Purpose: United and Employer on behalf of the Employer's fully-insured medical benefits plan (hereinafter referred to as the "Plan") have entered into an agreement under which United provides certain medical insurance benefits for Employer's Plan Participants under Policy No. 002167, 351964, 351963, 351962 and 520830. Employer has retained Vendor to provide services pertaining to the Early Retiree Reinsurance Program ("Services").

B. Confidential Information: Employer has requested that United disclose to Vendor certain documents, statistical information and other information which is commercially valuable, confidential, proprietary, or trade secret ("Proprietary Information") and also materials which may contain confidential health information as defined under 45 C.F.R. Part 160 ("Confidential Health Information"), and state confidentiality laws, including but not limited to California Confidentiality of Medical Information Act (California Civil Code section 56.05 et. seq.) and the Knox-Keene Health Care Service Plan Act of 1975 (California Health & Safety Code sections 1340 et. seq.). Proprietary Information and Confidential Health Information shall collectively be referred to in this Agreement as "Confidential Information". United has agreed to disclose this Confidential Information subject to the terms of this Agreement.

Confidential Information disclosed by United to Vendor in connection with the Services, shall be used by Vendor only as permitted by this Agreement. Confidential Information shall not include information: (i) generally available to the public prior to or during the time of the Services through authorized disclosure; or (ii) obtained from a third party who is under no obligation to United not to disclose such information.

C. Systems Access: If United grants Vendor the right to access the benefit administration systems that United makes available to facilitate the transfer of Confidential Information ("Systems") the following conditions apply. The Systems, and any documentation with respect to the Systems, shall be treated as Proprietary Information as defined in this Agreement and subject to the same confidentiality restrictions contained herein. This right is nonexclusive and nontransferable, and all rights, title and interest in the Systems remain United's. Vendor shall not share, lease or otherwise transfer its right to access and use the Systems to any other person or entity.

In accessing and using the Systems, Vendor shall use commercially reasonable security measures, including measures to protect: (a) the confidentiality of user identification and passwords and (b) data accessed through the Systems from unauthorized access or damage, including damage by computer viruses. Vendor also agrees to comply with our security measures of which we notify you. Vendor will contact United immediately if (a) any breach of the security procedures is suspected or has occurred and/or (b) an employee no longer needs Systems access due to termination of employment, or otherwise, so that United may deactivate the employee's identification number or password.

United reserves the right to terminate the Vendor's Systems access at any time. System Access will automatically terminate on the date Vendor's business relationship with Employer ends. Upon termination of Systems access, Vendor will cease all use of the Systems.

D. Electronic Transmission: If Vendor receives the Confidential Information from United via electronic means such as FTP transmission, Vendor shall use reasonable physical and software-based security measures, commonly used in the electronic data interchange field, to protect Confidential Information sent to, or received from, United. Vendor shall implement and comply with, and shall not attempt to circumvent or bypass, United's security procedures for the use of the electronic method of Confidential Information transmission. Vendor shall notify United immediately if Vendor is aware of any breach of the security procedures, such as unauthorized use, or if Vendor suspects such a breach. United reserves the right to terminate electronic transmission immediately on the date United reasonably determines that Vendor has breached, or allowed a breach of, this provision of the Agreement. United also reserves the right to change or upgrade its method of Confidential Information transmission with reasonable notice to Vendor.

E. Permitted Uses: Vendor: (a) shall not use (deemed to include, but not be limited to, using, exploiting, duplicating, recreating, modifying, decompiling, disassembling, reverse engineering, translating, creating derivative works, adding to a Vendor database, or disclosing Confidential Information to another person or permitting any other person to do so) Confidential Information except for purposes of the Services; (b) shall limit use of Confidential Information only to its authorized employees (deemed to include employees as well as individuals who are agents or independent contractors of Vendor) who have a need to know for purposes of the Services and who have been advised of the existence and terms of this Agreement and the obligations of confidentiality herein; (c) shall comply with all applicable laws and regulations governing the use and disclosure of information (d) shall use and require its employees to use, at least the same degree of care to protect the Confidential Information as is used with Vendor's own proprietary and confidential information; and (e) may release Confidential Information in response to a subpoena or other legal process to disclose Confidential Information, after giving United reasonable prior notice of such disclosure.

F. Employer Access to Confidential Information: Vendor will provide to Employer Confidential Information requested by a person designated in writing by Employer to receive Confidential Information, and Employer agrees it will: (a) receive the Confidential Information as Plan Administrator and use same for the limited purpose of satisfying its fiduciary obligation with respect to its administration of the Plan; (b) comply with all applicable laws and/or regulations for any Confidential Information it receives including, but not limited to, the amendment of any Plan documents in accordance with the Privacy Rule; and (c) not provide access to the Confidential Information to any employee, agent or other designee other than an employee, agent or designee designated by Employer in writing to participate in the activities described herein.

Notwithstanding anything above, Vendor shall not disclose to Employer any individually identifiable Confidential Information of Employer's California members, and Employer likewise agrees that it shall not request or compel Vendor to provide such information. Any information that Vendor discloses regarding Employer's California members shall be de-identified or aggregated so that Employer is unable to determine, either directly or indirectly, the medical or claims history associated with any California member.

G. Conclusion of Services: At the conclusion of the Services, Vendor shall either relinquish to United or destroy (with such destruction to be certified to United) all Proprietary Information. Notwithstanding the foregoing, subject to its obligations of confidentiality, Vendor may retain one copy of documents containing Confidential Information for archival purposes and to defend its work product.

H. Breach: If during the course of the Services it is discovered that this Agreement has been breached by Vendor then all Confidential Information shall be relinquished to United upon demand.

I. Indemnification: Unauthorized use of Confidential Information by Vendor is a material breach of this Agreement resulting in irreparable harm to United for which the payment of money damages is inadequate. Employer agrees to indemnify and hold harmless United with respect to United's provision of the Confidential Information to Vendor and/or any claims and any damages caused by Vendor's and/or Employer's breach of this Agreement. Vendor agrees to indemnify and hold harmless United with respect to any claims and any damages caused by Vendor's breach of this Agreement and/or resulting from Vendor's Systems access, if such access has been granted.

J. Survival: The requirement to treat all Confidential Health Information as Confidential Information hereunder shall survive the termination of this Agreement. The requirement to treat all Proprietary Information as Confidential Information under this Agreement shall remain in full force and effect so long as any Proprietary Information remains commercially valuable, confidential, proprietary and/or trade secret, but in no event less than a period of three (3) years from the date of the Services.

K. Assignment: Neither this Agreement nor Vendor's rights or obligations hereunder may be assigned without United's prior written approval.

L. Counterparts: This Agreement may be executed in any number of counterparts, which together shall be deemed one original, and delivery of copies of signatures or facsimile signatures shall be deemed of equal force as delivery of original signatures.

M. General: (a) This Agreement is the entire understanding between the parties as to the subject matter hereof. (b) This Agreement binds the parties and their respective successors, assigns, agents, employers, subsidiaries and affiliates. (c) No modification to this Agreement shall be binding upon the parties unless evidenced in writing signed by the party against whom enforcement is sought. (d) Headings in this Agreement shall not be used to interpret or construe its provisions. (e) The alleged invalidity of any term shall not affect the validity of any other terms..

The parties have caused their authorized representatives to execute this Agreement.

COAST COMMUNITY COLLEGE DISTRICT

By _____
Authorized Signature

Name _____

Title _____

Date _____

ALLIANT INSURANCE SERVICE

By John McLoughlin
Authorized Signature

Name JOHN MCLOUGHLIN

Title VICE PRESIDENT OPERATIONS

Date APRIL 1, 2011

UNITEDHEALTHCARE INSURANCE COMPANY

By _____
Authorized Signature

Print Name _____

Print Title _____

Date _____

UNITEDHEALTHCARE INSURANCE COMPANY



Allen J. Sorbo, President

(03/11) FI Standard Third Party Agreement (05/2010)

University of California
Santa Barbara, CA 93106

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (hereinafter "Agreement") is made as of May 5th, 2011 by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a California public corporation, on behalf of its Recreation Department at the Santa Barbara campus (hereinafter "UCSB"), and COAST COMMUNITY COLLEGE DISTRICT (hereinafter "CCCD").

WHEREAS, UCSB and CCCD wish to reduce expenses when transporting their rowing shells to various events; and

WHEREAS, UCSB has offered to assist in the transport of CCCD's rowing shell to a forthcoming event; and

WHEREAS, CCCD wishes to accept UCSB's assistance in the transport of its rowing shell;

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants, terms, and conditions set forth below, and intending to be legally bound, the parties agree as follows:

1. ACTIVITIES TO BE PERFORMED

The parties agree to undertake and complete the following activities:

1. CCCD personnel shall deliver CCCD's 2008 Empacher eight-oared racing shell (hereinafter "Boat") to UCSB personnel at the Cachuma Lake Recreation Area on or before Monday, May 22nd, 2011. The Boat is formally identified as follows:

Serial Number Manufacturer Year Name
R 84 V609 Empacher 2008 Robert Hubbard

2. UCSB personnel shall transport the Boat to Gainesville, Georgia and shall deliver the Boat to CCCD personnel in Gainesville, Georgia on Thursday, May 26th, 2011.

3. CCCD and UCSB personnel shall unload the Boat from UCSB's trailer for use in the ACRA Regatta between Friday, May 27th and Sunday, May 29th, 2011.

4. CCCD and UCSB personnel shall load the Boat on UCSB's trailer on Sunday, May 29th, 2011 and UCSB personnel shall transport the Boat and shall deliver it to CCCD personnel at the David Grant Rowing Center, 1701 West Coast Hwy., Newport Beach, California on or about Wednesday, June 1, 2011.

II. TERM OF AGREEMENT

The term of this Agreement shall commence upon its acceptance and execution in the name

of The Regents of the University of California by its authorized signatory, and shall terminate June 3rd, 2011.

III. PAYMENT

Upon the delivery of the Boat by UCSB personnel to CCCD personnel at the David Grant Rowing Center, 1701 West Coast Hwy., Newport Beach, California on or about Wednesday, June 1st, 2011, CCCD shall pay UCSB a total fee of One Hundred Fifty and 00/100 Dollars (\$150.00).

IV. NOTICES

All notices, correspondence and communication regarding performance of services which are the subject of this Agreement shall be made as follows:

To CCCD: Laura Behr
 Head Coach, Orange Coast College Women's Rowing
 David Grant Rowing Center
 1801 West Coast Hwy.
 Newport Beach, CA
 Email: lbehrr@CCCCD.cccd.edu
 Phone: 949-645-3505

To UCSB: Michael Homes
 Women's Rowing Club Coach
 University of California
 Recreation Department
 Santa Barbara, CA 93106-3025
 Email: mike.homes@essr.ucsb.edu
 Phone: 805-893-3253

With a copy to: Contracts and Property
 University of California
 3203 SAASB
 Santa Barbara, CA 93106-2095

V. INDEMNIFICATION

CCCD shall defend, indemnify, and hold harmless UCSB, its officers, agents, and employees, from and against any and all claims, damages, costs, expenses (including reasonable attorneys' fees), losses, or liabilities, arising out of or in any way connected with the transport of its Boat including, without limitation, claims for loss or damage to any property, or for death or injury to any person or persons.

VI. INSURANCE

CCCD shall furnish to UCSB certificates of insurance evidencing the following insurance coverages and compliance with the following requirements:

A. General Liability, Commercial Form Insurance providing for:

- | | |
|--|-------------|
| 1. Combined Single Limit per CCCDurrence | \$1,000,000 |
| 2. General Aggregate, Bodily Injury, Property Damage | \$2,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. Property Insurance for the Boat to be transported under this Agreement. The Boat being transported must be identified on the face of the certificate.

It should be expressly understood, however, that the coverages required shall not in any way limit the liability of CCCD.

The coverages referred to under subparagraph A. shall be endorsed to include The Regents of the University of California as an additional insured. The named insured on the face of the certificates shall be the legal name and address of CCCD.

The certificate holder shall be identified as follows:

The Regents of the University of California
Contracts and Property Office
3203 SAASB
University of California
Santa Barbara, CA 93106-2095

Certificates shall provide for advance written notice to UCSB, in accordance with policy provisions, of any modification, change, or cancellation of any component of the insurance coverage.

CCCD understands and agrees that UCSB shall not execute this Agreement, that no valid agreement between the parties shall exist, and that this Agreement may be canceled until and unless the required certificates of insurance are received and approved.

VII. LIMITATION OF LIABILITY

CCCD shall retain full responsibility for the Boat and agrees that it will not hold UCSB liable for any loss or damage to the Boat regardless of the cause of such loss or damage. CCCD hereby waives any right of recovery against UCSB as a result of loss or damage to the Boat whether such loss or damage has been caused by the negligent acts or omissions of UCSB or arises as an Act of God or any of the property perils insurable under extended coverage and whether or not such peril has been insured, self-insured, or non-insured.

VIII. COUNTERPARTS

This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. If this Agreement is executed in counterparts, no signatory hereto shall be bound by this Agreement until all parties named below have executed a counterpart of this Agreement.

IX. ENTIRE AGREEMENT

This Agreement states the entire agreement between the parties and supersedes any previous or contemporaneous written or oral representations, statement negotiations or agreements. CCCD's signatory acknowledges that he or she has not been induced to enter into this Agreement by any oral or written statements or representations not expressly provided in this Agreement.

IN WITNESS WHEREOF, the undersigned authorized representatives of the respective parties have executed this Agreement as of the dates set forth below.

ORANGE COAST COLLEGE

By: _____
Date

Name: _____

Title: _____

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

By: _____
Date

Sandra Featherson

Associate Director
Accounting Services and Controls

DEPARTMENT APPROVAL:

By: _____
Date

Title: _____

**BEIJING NORMAL UNIVERSITY ZHUHAI
&
U.S. CHINA ENTREPRENEURS EXCHANGE ASSOCIATION
&
COAST COMMUNITY COLLEGE DISTRICT**

PROGRAMS AGREEMENT

The Parties to this Agreement ("Agreement") are Beijing Normal University Zhuhai (hereafter referred to as BNUZ), located in Zhuhai, Guangdong 519085, China; U.S. China Entrepreneurs Exchange Association (hereafter referred to as US/CEEA), located in Irvine, California; and Coast Community College District (hereafter referred to as "District" and "CCCD") located in Costa Mesa, California 92626, USA. BNUZ and CCCD are referred to herein as "PARTY" or collectively as "PARTIES."

1. Program:

The Parties enter into this Agreement for the purposes of developing the specific programs as defined as follows:

1+1+2 University Transfer Program with CCCD's three colleges: Coastline College (CCC), Golden West College (GWC), and Orange Coast College (OCC). The initial program will start with, but not limited to, Arts and Communication (OCC), Computer Arts and Science (GWC), and Real Estate (CCC).

1+1+2 University Transfer Program between BNUZ, US/CEEA, and CCCD Colleges allows appropriately eligible students of different schools at BNUZ to be admitted into the 1+1+2 University Transfer Program at CCCD. Under the Program, students will take their first year of studies at BNUZ and their second year at CCCD. While CCCD will make every effort to support successful completion of academic objectives for these students, due to course availability and prerequisite requirements, students may not be able to complete their coursework within the one-year prescribed timeframe. Additional course requirements for transfer may also be necessary due to student's desire to change major of study. Upon completion of the transfer requirements required by the transfer university, they will then transfer to an accredited university in the USA with which CCCD Colleges have an articulation agreement for their last two years of undergraduate degree studies. The students will be awarded bachelor degrees at the US universities upon completion of the requirements for the bachelor's degree.

CCCD Colleges will grant credits to courses that have been articulated with BNUZ's first year program classes, of which shall consist of CCCD college core class equivalencies; CCCD will assist all students transferring to the universities in USA for which they meet the transfer requirements.

Those courses that are approved by CCCD Colleges and are considered transferrable from BNUZ will count toward AA or AS degree at a CCCD College only. CCCD does not guarantee further transferability of these courses unless they are approved by each respective university to which the student plans to transfer.

2. Admission Requirements of CCCD

- a. Overall GPA of at least 2.0 for the students who must have completed first year's study at BNUZ. The minimum grade earned in any class to be transferred shall be C, or 2.0.
- b. IELTS 5.5 (all bands 5 or higher) or TOEFL 61 is required for admission to a CCCD College and direct placement in the academic program.
- c. Financial support documentation and sufficient sponsorship statements.
- d. International student application, application fee, statement of purpose along with other requirements highlighted in the admissions checklist.

3. District Obligations

- a. The District shall develop a system of standardized admission process in selecting the Coast College best suited to serve the 1+1+2 Program students' desired college, academic major and career goal.
- b. The District shall provide educational planning, counseling services, and full support services from the International Student Program Office on their home campus for enrolled international students under the 1+1+2 Program to ensure that the students are given clear guidance concerning course selection, general education and lower division requirements in their chosen academic major for transfer to a four-year university.
- c. The District shall establish acceptance standards and practices providing for credit acceptance from and/or to foreign colleges and universities for 1+1+2 Program students.
- d. The District shall approve recruitment brochures, marketing advertisement, and application packets for the 1+1+2 Program.
- e. The District grants BNUZ and US/CEEA the authority and responsibilities to provide 1+1+2 Program information, admission support services, including prospective student recruitment, initial/preliminary assessment, and additional personal support services such as transportation, housing, etc., under this Agreement.

4. BNUZ Obligations

- a. BNUZ shall develop a system of recruitment, assessment, and admission for the 1+1+2 Program students in China
- b. BNUZ shall ensure 1+1+2 Program students meet all CCCD Colleges' required academic standards for admission.
- c. BNUZ shall coordinate recruitment and admission activities with CCCD using US/China EEA as the exclusive agent for the BNUZ's 1+1+2 Program.

5. US/CEEA Obligations

- 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 consulting 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 help on their applying for and transfer into the universities after CCCD in USA.

6. Term and Termination

This Agreement shall become effective on May 19, 2011, and shall remain in effect until May 19, 2015. The Agreement can be renewed for additional four-year periods by mutual written consent of the Parties. Either Party may terminate this Agreement by providing a 6-month written notice citing reasons for termination. Such termination will be effective for the semester following the 6th month after the notice is given.

7. Indemnity

- a. BNUZ agrees, to the fullest extent permitted by the law, to indemnify and hold harmless the District, its trustees, agents, and employees against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by BNUZ' performance of services under this Agreement, or its breach of the terms of this Agreement, or any acts in connection with or related to the Program, or any actions of BNUZ or anyone for whom BNUZ is legally liable.
- b. The coverage of indemnification shall include, without limitation, reasonable attorneys' fees and court costs incurred by CCCD with regard thereto. Said indemnity is intended to apply to those obligations performed by BNUZ during the period of this Agreement, and shall survive the expiration or termination of this Agreement.
- c. The obligation to defend shall arise regardless of any claim or assertion that CCCD caused or contributed to the losses. BNUZ's reasonable defense costs

(including attorney and expert fees) incurred in providing a defense for the District shall be reimbursed by the District except to the extent such defense costs arise, under principles of comparative fault, from CCCD's (a) negligent acts or omissions; (b) breach of any of the provisions of this Agreement; or (c) willful misconduct.

- d. Nothing in this Agreement shall constitute a waiver or limitation of any rights which CCCD may have under applicable law, including without limitation, the right to implied indemnity.
- e. CCCD's exercise of any of its rights or remedies prescribed in this Agreement shall not relieve BNUZ from responsibility for damages or other losses incurred or to be incurred by CCCD as a result of BNUZ's breach of its obligations under this Agreement.

8. Dispute Resolution

Disputes arising from this Agreement or related in any manner to the Agreement 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 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 the Parties
- b. In the event the Parties are unable to resolve their dispute through consulting and negotiating 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.

9. Notices

Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other party as follows:

To District:

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

To Beijing Normal University Zhuhai:

To U.S. Entrepreneurs Exchange Association:

Peter Chow, President
63 Flamenco
Irvine, CA 92620

Wherefore, the Parties have agreed to the foregoing obligations as set forth by their written consent thereto below.

COAST COMMUNITY COLLEGE
DISTRICT

BEIJING NORMAL UNIVERSITY
ZHUHAI

Jerry Patterson
President, Board of Trustees

Name: _____
President

Dated: _____

Dated: _____

U.S. ENTREPRENEURS EXCHANGE
ASSOCIATION

Peter Chow
President

Dated: _____

**COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT CONTRACT**

1. **Parties.** The Coast Community College District ("District") and **Lois Y. Wilkerson** ("Administrator") hereby enter into this Interim Administrator Employment Agreement ("Agreement"). District and Administrator are referred to herein individually as "Party" and collectively as "Parties."
2. **Position.** The District hereby employs Administrator as **Interim Vice President Student Services & Economic Development.**
3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.
4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.
5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing **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**. 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 **DL**, step **10**, range **34** (\$12,537.92 per month).
7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.
8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.
9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.
10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.
11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position upon termination or expiration of this Agreement.
12. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

14. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

President, Board of Trustees

Date

Administrator

Date

**COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Coast Community College District ("District") and **Sallie Ann Salinas-Rumps** ("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 **Administrative Director, Workforce & Economic Development.**

3. **General Terms and Conditions of Employment.** This Agreement is subject to all applicable laws of the State of California, the regulations of the Board of Governors of the California Community Colleges, and the rules, regulations, policies, and procedures of the District. These laws, rules, regulations, policies, and procedures, which may be amended, augmented, or repealed from time-to-time, are integrated into this Agreement.

4. **Duties and Responsibilities.** Administrator agrees to perform the duties, and accepts the responsibilities, of the position which may be delegated or assigned to Administrator by the Chancellor or the Board of Trustees.

5. **Term.** District agrees to employ Administrator, and Administrator agrees to serve, for the period commencing on **5/19/11**, and ending on the day prior to the commencement of employment of the successor to this position, or on **11/19/11**, 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, step **03**, range **32** (\$ **8,724.45**/month).

7. **Health and Welfare Benefits.** District shall provide Administrator with all health and welfare benefits that are granted to other District administrators.

8. **Expenses.** District shall reimburse Administrator for expenses incurred while performing official duties, pursuant to law and District policy.

9. **Evaluation.** Administrator shall be evaluated during the term of this Agreement, following procedures determined by the Chancellor and the Board of Trustees.

10. **Termination of Agreement.** The Agreement may be terminated by either Party without cause by providing the other Party with 30 days written notice.

11. **Prior Position.** If Administrator was employed by the District immediately prior to the commencement of this Agreement, then Administrator shall return to the prior position, upon termination or expiration of this Agreement.

12. **Savings Clause.** If any provision of this Agreement is held to be contrary to law, all other provisions shall continue to remain in full force and effect.

13. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no terms, conditions, or oral understandings not contained in this Agreement.

14. **Amendment.** This Agreement may be modified or superseded only by a written amendment executed by both Parties.

The Parties have duly executed this Agreement on the dates indicated below.

President, Board of Trustees

Date

Administrator

Date

**COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Coast Community College District ("District") and **Stanley E. Francus** ("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 **Vice President of 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 **6/01/11**, and ending on the day prior to the commencement of employment of the successor to this position, or on **6/15/11**, 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 **7**, range **34** (**\$12,519.666/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



Apple Inc. Statement of Work

Deliver To

John Hanna
Delivery Contact
Golden West College
Organization
15744 Goldenwest Street
Address 1

Address 2
Huntington Beach CA 92647
City State Zip
714-892-7711 x58310
Phone
jhanna@gwc.cccd.edu
Email Address

Agreement Information

0128172414014
Agreement Number
BT13836TSS
PO Number

Apple Contact

West Ricardo Flores
Area ASM
Jennifer Jones
Apple Contact
512-674-6936
Phone
jennifer.jones@apple.com
Email Address

Summary of Services (see attached Summary of Service)

Apple Professional Services will complete the scope of work as follows on Pages 4-11.

Order must be completed by January 24, 2012 -- (12) months from purchase.

Please sign and fax this Form to 305-489-7864 or email to eduservices@apple.com

Authorization

Customer and Apple Inc. ("Apple"), by the signature of their authorized representative below, agree to the provision of Services described herein in accordance with the terms and conditions set forth on page 2 of this Agreement.

Customer Signature _____ Date _____

Customer Name & Title (print) _____

Apple Signature _____ Date _____

Apple Name & Title (print) _____

1/25/2011	01/24/2012	Fixed Fee	
Estimated Start Date	Estimated End Date	Engagement Type	
D3652LL/A Fixed Bid Int Svcs	1	\$13020.00	\$13020.00
Part Number	Qty (Units/Days)	Rate	Total Line 1
Part Number	Qty (Units/Days)	Rate	Total Line 2
Part Number	Qty (Units/Days)	Rate	Total Line 3
Estimated Expenses			
Total Estimated Charges		\$13020.00	

Terms and Conditions

1 **Payment.** Customer agrees to pay for Services, as described herein, on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to prepay for Services unless previously approved and indicated by the specific part number on the Purchase Order. Charges for fraction of hours shall be rounded to the nearest whole number. Provided Customer is eligible for Apple's credit terms, charges for Services will be invoiced after the Services are performed on a monthly basis unless otherwise specified. Customer shall make payment for Services and reasonable travel and living expenses incurred by Apple within 30 days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of 1.5% per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

2 **Services.** Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services to be provided. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at anytime and may provide the same or similar Services to other customers. Services supplied by Apple under this Agreement are provided to assist Customer. Customer, not Apple, will be responsible for determining objectives.

3 **Property Rights.** Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, nontransferable (without right to sublicense) license to use the software or other proprietary rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

4 **Warranty.** Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED INTO THIS AGREEMENT.

5 **Liability.** TO THE EXTENT PERMITTED BY LAW, APPLE WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR OTHER INDIRECT DAMAGES, SUCH AS LOST PROFITS, EVEN IF APPLE HAS KNOWLEDGE OF THE LIKELIHOOD OF SUCH DAMAGES. IN THE EVENT THAT APPLE SHALL FAIL TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO REPERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER ALL THEORIES OF LAW. SUCH REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES OR AGENTS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

6 **Confidentiality.** To the extent permitted by law, both parties agree to preserve the confidentiality of data and information relating to the other's business, including data and information belonging to third parties, that is either in writing marked as confidential or, if disclosed orally, communicated as confidential at time of disclosure and confirmed as confidential in writing within thirty (30) days of disclosure ("Confidential Information"). Neither party will have any obligation to maintain the confidentiality of any data or information which (a) was in the receiving party's lawful possession prior to the submission thereof by the owning party (b) is lawfully obtained by the receiving party from a third party under no obligation of confidentiality, (c) is or becomes generally known or available other than by unauthorized disclosure, or (d) is independently developed by either party. Both parties will keep all Confidential Information in confidence and will not disclose any item of Confidential Information to any person other than employees, agents, or contractors who need to know the same in the performance of their duties to the parties. The receiving party will protect and maintain the confidentiality of all Confidential Information with the same degree of care as it employs to protect its own Confidential Information, but in any event with at least a reasonable degree of care. Apple is not precluded from developing and marketing products, which provide the same or similar functionality as the Services, provided that such products do not use Customer's Confidential Information or incorporate work originally created by or owned by Customer. Neither party may export the other's Confidential Information without the other party's written consent. The obligations created under this Section shall survive termination of this Agreement for a period of five (5) years.

7 **Term.** This Agreement shall terminate on the End Date. If no End Date is specified, this Agreement shall terminate twelve (12) months from the date of this Agreement. This Agreement may be renewed or extended upon the mutual consent of the parties. Customer will have the right to terminate this Agreement after work has commenced upon ten (10) days written notice, provided that Customer will pay to Apple all charges for Services performed and all expenses incurred by Apple up to the effective date of such termination. Apple may at its option terminate this Agreement immediately if Customer has (i) failed to cure any breach of this Agreement within thirty (30) days of written notice from Apple, (ii) breached the terms of section 6, or (iii) failed to pay an outstanding sum within five (5) days of written notice of delinquency. In addition, Apple may at its option suspend Services immediately upon Customer's failure to make payment in accordance with this Agreement. The provisions of Sections 1, 3, 4, 5, 8, 9, 10, 11 and 12 shall survive termination.

8 **Non-Solicitation.** During the term of this Agreement, and for one (1) year thereafter, Customer shall not offer employment to, or employ, an employee or contractor of the other party directly involved in the Services, or induce such employee or contractor of Apple to breach any employment agreement or services contract with the Apple. This provision shall not preclude Customer from making offers of employment through public advertisements.

9 **Publicity.** In connection with Apple's promotion of its professional services, including but not limited to, the listing on its web site of customers who have utilized such services, Customer grants to Apple a worldwide non-exclusive royalty free license to publicly use Customer's name and trademark(s). Apple agrees to make reasonable efforts to adhere to any trademark guidelines that Customer may wish Apple to adopt, as delivered in writing to Apple from time to time.

10 **Third Party Software Waiver and Authorization.** Should Customer provide Apple with any third party software, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's computer equipment then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on each piece of computer equipment requested by Customer; (iii) Customer shall be responsible for any Apple loss or liability due to a breach of the warranty in (ii) above; (iv) notwithstanding (ii) above, Customer specifically warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer agrees that Apple shall not be deemed to have accepted any Software terms on its own behalf as a consequence of installing the Software for Customer; and (vii) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the Apple Installed Software.

11 **Cancellation.** Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple at providers@apple.com. Apple is not responsible for errors in the delivery of cancellation or reschedule notices. When notice is received at least fifteen calendar days (15) days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or reschedule allowances for Service changes made within fourteen (14) days of the estimated start date of Services. Apple reserves the right to cancel or reschedule Services dates at any time, or replace personnel who may be assigned to deliver the Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

12 **Miscellaneous.** To the extent permitted by law the laws of the state of California shall govern this Agreement. Neither party shall be liable for any delay or failure to meet its obligations under this Agreement due to circumstances beyond its reasonable control, including but not limited to war, riot, insurrection, civil commotion, labor strikes or lockouts, shortages, factory or other labor conditions, fire, flood, earthquake or storm. If any provision of this Agreement should be held to be unenforceable or invalid for any reason, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions, and the parties will substitute for such provision an enforceable and valid provision, which most closely approximates the intent and economic effect of the unenforceable or invalid provision. This Agreement constitutes the entire agreement between the parties with respect to the Services provided hereunder and supersedes all prior proposals, both written and oral, and all other written and oral communications between the parties. No modification to the Agreement will be binding unless it is in writing and signed by an authorized representative of each party. Apple may use subcontractors to perform any Services hereunder. Any quote for Services will be valid for 30 days, unless otherwise specified.



Summary of Services

T4955 - Golden West College: Server Configuration, Image Creation and Image Deployment

Phase 1: Server Configurations

During Phase 1, Apple Professional Services will assist with the configuration of four Mac OS X servers and supporting infrastructure.

Phase 2: Mac Pro Custom Image Creation

During Phase 2, Apple Professional Services will assist with the creation of a single system image utilizing Mac OS X 10.6.

Phase 3: Mac Pro Custom Image Deployment

During Phase 3, Apple Professional Services will assist with imaging participating client systems with the custom image created.

Site Requirements

The customer is responsible for furnishing the following items at all worksites for the duration of the engagement:

Personnel

Provide Apple personnel has on-demand access to the following with a maximum 15 minute response time:

A designated project technical lead

A DNS server administrator capable of adding/modifying existing DNS records

A network administrator capable of adding/modifying existing NAT/firewall rules

Network

Provide Apple personnel with an unauthenticated Ethernet LAN connection with DHCP services or a static IP address.

Provide Apple personnel with an unfiltered outbound Internet connection supporting L2TP or PPTP VPN

Pre-Installation Review

Apple Professional Services will review the following items with the customer prior to the start of the installation:

Engagement Overview

Review the planned scope and sequence for the engagement and expected dates, times, and locations when Coaching and Mentoring and Testing and Verification portions of the engagement will be completed

Required Resource Skillset

Apple Professional Services will provide an experienced engineer or engineers with Apple certification or equivalent experience and past professional experience deploying into production and providing administrator-level coaching and mentoring in specific technologies as follows:

Professional Experience

Phase 1

- Open Directory Deployment
- AFP File Services
- Xsan 2 Services
- Storage Solutions via Promise and Tandberg
- Backup Services via BRU

Phase 2

- Image Creation in an Open Directory environment

Phase 3

- Image Deployment

Certification: Apple Certified Systems Administrator v10.5 or higher

Phase 1: Server Configurations

Apple Professional Services will assist Golden West College with the setup and configuration of (4) Xserves, two QLogic fibre channel switches, (3) Promise RAID storage devices, a Tandberg tape drive and (5) Mac Pro client systems to create a new Xsan 2 environment. In addition, APS will create basic server documentation with emphasis on the BRU backup configuration.

Exclusions

The following items are specifically excluded from this engagement:

- Installation of additional cards/devices
- Upgrade install over existing server OS
- Backup/archiving of any existing data
- Import of user or group accounts
- Migration of account data from non-Apple directory systems
- Manipulation of raw user data (i.e. generation of usernames or unique User ID #, resolving duplicate usernames)
- Configuration of file services for network or portable home directories
- Data migration
- Configuration of BRU software on client platforms other than Mac OS X
- Configuration of additional BRU Backup clients
- Unbox and/or setup of any client systems
- Final Cut Server/Compressor Configuration (NOTE: to be completed during a separate engagement)

Required Inventory for Engagement

The following items must have been received by the customer prior to the start of this phase of the engagement.

Servers

QTY 1 - Existing Xserve meeting the minimum requirements for Mac OS X Server 10.6 with pre-installed fibre channel card

QTY 2 - Xserve: 2.26QC/6GB/2x160GB/SD/NVIDIA/QFC/DPS

QTY 1 - Xserve: 2x2.66QC/12GB/2x160GB/SD/NVIDIA/QFC/DPS

Storage

QTY 1 - Existing Promise VTrak E-Class 12x

QTY 1 - Promise VTrak E-Class 32x

QTY 1 - Promise VTrak J-Class 32x

QTY 1 - Tandberg Storage Library LTO Fibre Channel Tape Autoloader (T24, T40+ or T80+)

Sufficient LTO-3 (T24) or LTO-4 (T24, T40+, T80+) tape media

Workstations

QTY 5 - Mac Pro with Mac OS X 10.5 or 10.6 and all available updates pre-installed for testing purposes

QTY 1 - Mac client meeting the minimum requirements of Mac OS X 10.6 for use as a Server admin CPU

Software

QTY 4 - Mac OS X Server 10.6 Unlimited including DVD media

QTY 9 - Xsan 2.0 or higher including install media

QTY 1 - QLogic Switch Manager install media with serial number

QTY 1 - TOLIS BRU Backup installation media and license

Other Infrastructure

QTY 2 - QLogic SANbox 5602Q Fibre Channel Switch

QTY 2 - QLogic 3" 10Gb Stacking cable

QTY 1 - Finisar 4.125Gbps RoHS Compliant Short-Wavelength SFP Optical Transceiver per installed tape drive

QTY 1 - LC-to-LC Fibre Channel cable for attachment of Storage Library per tape drive

Sufficient Fibre Channel cables for the connection of all host devices

Sufficient Cat 5e or better ethernet cables for the connection of all host devices

Pre-Engagement Preparation

The customer is responsible for completing the following items prior to the start of the engagement:

Xserve - Initial Configuration

Confirm availability of a switched 1Gbit LAN connection for each server

Provide an IP address for each Xserve for the lights out management (LOM) interface

Provide an IP address and forward- and reverse-resolving fully qualified DNS hostname for the primary ethernet interface of each server

Xserve - Notifications

Provide an email address(es) to which server Alert notifications will be sent

Xsan Metadata DNS

Provide the complete list of internal primary domains to be hosted on the server

Provide list of IP addresses and hostnames to be hosted in primary domains

Xsan

Confirm availability of the correct speed Fibre Channel Cables for Fibre Channel card and Switch

Provide the name for the SAN, and a name for the Xsan volume to be configured

Confirm availability of Xsan 2.0 Serial number for each metadata controller and client

Xsan Client

Confirm availability of a professionally certified, compatible fiber run at each Xsan client with proper transceivers for Fibre Channel connectivity

Confirm availability of appropriately installed and configured Fibre Channel switch ports

Confirm availability of a switched 1Gbit out-of-band metadata ethernet connection at each Xsan client

BRU Backup Software

Confirm access to all BRU Backup clients on TCP port 8000

Provide desired backup schedule for incremental and full backup plans

QLogic Fibre Channel Switch

Confirm availability of a switched 100Mbps LAN connection or better for each switch

Provide IP address, subnet mask and router information for each switch

Promise VTrak

Provide an IP address for each Promise VTrak E-Class storage device

Confirm (4) available 4Gbps Fibre Channel switch ports available for each Promise VTrak E-Class storage device

Tandberg Fibre Channel Tape Storage Library

Provide an IP address for the Tandberg Storage Library

Pre-Installation Review

Apple Professional Services will review the following items with the customer prior to the start of the installation:

Xserve - Initial Configuration

Review proper switch port configuration for server, including speed and duplex settings as well as configuration of Spanning Tree Protocol, trunking, and other settings

Review the ramifications of allowing access to the server via Login Window, SSH, and Apple Remote Desktop and determine best configuration to meet the customer's security requirements
Review the Importance of setting the system time appropriately and determine best server internal/external to use for time sync
Review options and customer requirements for the arrangement of internal storage (e.g. SW RAID, HW RAID if available, SSD if available) and jointly determine the best configuration to meet the customer's needs

Xsan

Review proper out-of-band metadata ethernet network configuration and port configuration for fibre channel switches/fabric network

Open Directory Architecture

Review the options for binding Mac OS X clients to Open Directory (anonymous vs. authenticated, SSL) and select a configuration for Open Directory that is appropriate
Review the DNS domain name that will be used by the Open Directory domain and discuss the impact of using non-standard (e.g. .local) domain name spaces if applicable

File Services - General

Review the implementation of POSIX permissions and ACLs and their application to file services
Determine the protocol(s) (AFP/SMB/FTP/NFS) clients will use to connect to the file shares

BRU Backup Software

Review how backup data set is stored on supplied locally-attached backup storage device
Review possible backup duration of proposed data sets using customer-provided backup schedule
Review possible backup duration over LAN and WAN links
Review backup index storage needs

QLogic Fibre Channel Switch

Review the proper fabric network configuration and port connections
Review required port zoning to ensure connectivity from initiators to designated targets

Promise VTrak

Review the required LUN storage and hot spare configuration
Review the required LUN mask settings to assign storage to target servers

Tandberg Fibre Channel Tape Storage Library

Review the recommended tape cartridge storage cycle management and offsite cartridge storage
Review the recommended tape drive cleaning cycle

Installation and Configuration

Apple Professional Services will complete the following:

All Servers -- Basic Installation

Xserve - Initial Configuration

Inspect the internal connections for the SSD, RAM and installed cards
Install server into rack and connect to customer-certified power and LAN connections
Configure internal storage per Pre-Installation Review
Install Mac OS X Server from factory install media onto the appropriate volume
Using Server Assistant, select the option to Manage Users and Groups Manually
Create a single local account for server administration and enable SSH and Remote Desktop Access per customer requirements
Configure the network interface(s) with customer-provided IP address(es), subnet mask(s), and DNS server information
Configure the LOM network interface(s) with customer-provided IP address(es), subnet mask(s), and DNS server information
Set server hostname to the fully-qualified domain name
Install any available OS and security updates
Using Server Admin:
Set a Service ACL to allow LoginWindow access per customer requirements
Disable Client Binding Discovery with Bonjour
Configure Alerts with the customer-provided e-mail address(es)

Server 1: Open Directory Master and File Server

Open Directory Master

Configure Mac OS X Server as an Open Directory Master
Configure Open Directory LDAP and Binding Policies settings per Pre-Installation Review
Implement a launchd job to archive Open Directory nightly

File Services - General

Configure and enable the AFP file service
Create up to 3 sharepoints with the permissions/ACLs configured per Pre-Installation Review

Xsan Client

Connect ethernet cable(s) to client
Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information
Connect fiber cable(s) to client
Install Xsan from customer-provided CD media
Install any available Xsan updates
Configure the CPU as an Xsan client via Xsan Admin

Server 2: Backup Metadata Controller and Open Directory Replica

Xsan Secondary Metadata DNS

Create Secondary Zones based on primary zones configured on Master DNS server

Xsan Backup Metadata Controller

Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information

Install Xsan from customer-provided CD media

Install any available Xsan updates

Create a medium priority failover Xsan controller that will communicate metadata via the out-of-band network

Mount the Xsan volume on the BMDC

Open Directory Replica

Configure the server to use the Open Directory Master for NTP time sync

Configure Mac OS X Server as an Open Directory Replica

Server 3: Primary Metadata Controller

Xsan Metadata DNS

Create Primary Zones as defined in Pre-Engagement Preparation and populate with records

Xsan Primary Metadata Controller

Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information

Install Xsan from customer-provided CD media

Install any available Xsan updates

Create a high priority failover Xsan Metadata controller that will communicate metadata via the out-of-band network

Name the SAN

Label all LUNs to be included in the SAN as Xsan components

Create a single Xsan volume with separate storage pools for journaling & metadata, and user data

Add e-mail addresses for Xsan event notifications

Start the Xsan volume

Mount the Xsan volume on the PMDC

Configure affinities

If applicable, configure storage quotas for up to 100 users

Export and save configuration with cvgather

Open Directory Integration

Configure Mac OS X Server with an authenticated bind to the Open Directory domain

Server 4: Xsan Client

Open Directory Integration

Configure Mac OS X Server with an authenticated bind to the Open Directory domain

Xsan Client

Connect ethernet cable(s) to client

Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information

Connect fiber cable(s) to client

Install Xsan from customer-provided CD media

Install any available Xsan updates

Configure the CPU as an Xsan client via Xsan Admin

Supportive Infrastructure

Administrative Workstation

Install latest available version of Mac OS X Server Admin Tools

QLogic Fibre Channel Switch (x2)

Install QLogic Fibre Channel switch into a 4-post cabinet/rack

Upgrade to latest Apple approved firmware

Register and install QLogic Switch Manager software on designated admin station or server

Configure network interface with customer-provided IP address, subnet mask and router information

Configuration of zone(s) per Pre-Installation Review

Configure RSCN suppression on all target ports

Export and save configuration file

Promise VTrak (x3)

Install Promise VTrak into 4-post rack and connect to customer-certified power and network connections

Configure network interfaces with customer-provided IP address, subnet mask and DNS server information

Connect fibre channel interfaces to fibre channel switch

Configure storage LUNs and hot spares per Pre-Installation Review

Configure LUN masking per Pre-Installation Review

Configure appropriate LUN affinities for each controller

Tandberg Fibre Channel Tape Storage Library

Physical Installation

Install Tandberg Fibre Channel Storage Library into 4-post rack and connect to customer-certified power and network connections

Install 4Gbps LC transceiver into backup server software host and connect LC fibre channel interface to backup server fibre channel card or fibre channel switch

Power on the unit and remove magazines

Remove any shipping locks according to manufacturer instructions

Power on the unit

Tape Preparation

Apply bar code labels to cartridges (up to 80)
Unlock magazine(s) and load cartridges
Re-Insert magazine(s)

Storage Library Configuration

Configure management IP address via remote management web interface
Configure management username and password via remote management web interface
Install any available firmware updates

BRU Backup Software

Install BRU software on designated backup server
Apply any available BRU updates
If applicable, install and update BRU software on backup clients
Configure locally-attached tape drive storage device for BRU use
If applicable, add BRU Mac OS X Backup clients
Create a backup plan to schedule weekly full backups
Create a backup plan to schedule nightly incremental backups
Create a launchd job to backup the BRU configuration on a daily basis

Mac Pro (x5)

Xsan Client

Connect ethernet cable(s) to client
Configure out-of-band metadata network interface with customer-provided IP address, subnet mask and router information
Connect fiber cable(s) to client
Install Xsan from customer-provided CD media
Install any available Xsan updates
Configure the CPU as an Xsan client via Xsan Admin

Documentation

The following documentation will be provided by Apple Professional Services:
A disk image (dmg) file containing critical server configuration data for each server (NOTE: For informational purposes only this is not a complete backup of the server config)
An OmniGraffle or Visio compatible diagram showing the following for all installed servers, infrastructure, and storage:
Hostname
IP Address(s)
Role (e.g. Open Directory Master)
Printed and electronic copies of any scripts created as part of this engagement along with the corresponding path to each
Provide exported Server Admin Services Settings plist file for each server
Provide exported Server Admin Preferences file for each server
Provide basic server documentation on the entire solution with emphasis on the BRU backup configuration

Coaching and Mentoring

Apple Professional Services will work jointly with the customer to demonstrate and review the following:

Xserve - Initial Configuration

Demonstrate the process for logging into the server via Login Window with the administrator and root accounts
Demonstrate the process for creating a new local server administrator account
Demonstrate the process for changing the password for the administrator and root accounts
Demonstrate the process for logging into the Server Admin, Workgroup Manager, and Server Monitor tools
Demonstrate the process for rebooting/shutting down/starting up the server using Server Monitor
Demonstrate the process for adding/removing/changing the access controls for Remote Desktop, SSH, Login Window services
If applicable, managing the RAID volume(s) using Disk Utility or RAID Utility
Demonstrate the process for the following using Server Admin:
Enabling services configuration
Exporting and importing Service Settings
Exporting and importing Server Admin Preferences

Xsan Metadata DNS

Demonstrate the procedure to start, stop, and restart the DNS service
Demonstrate the procedure to add/remove a global forwarder
Demonstrate the procedure to add/remove host, alias, and MX records for a zone
Demonstrate the procedure to add/remove additional primary and secondary zones

Xsan Primary Metadata Controller

Demonstrate the following using Xsan Admin:
Process for logging into the Xsan administration software
Process for adding additional LUNS to Xsan volume
Process for adding additional Xsan volumes
Process of creating affinities
Process of setting user storage quotas
Explain the consequences of changing SAN name, Xsan volume name, or removing LUNs from the Xsan volume

Xsan Backup Metadata Controller

Demonstrate the process for testing a metadata controller failover via Xsan Admin

Xsan Client

Demonstrate the following via Xsan Admin:

Process for adding serial numbers for Xsan clients

Process for adding Xsan clients

Process for mounting of Xsan volume on Xsan client

Open Directory Master

Demonstrate the process for doing the following using Workgroup Manager:

Switching between the Local and Open Directory nodes

Changing the Open Directory Administrator and root account passwords

Creating new user and group accounts

Setting password policies for user accounts

Configure a user to be a limited or full Open Directory administrator

Limiting the number of records shown in Workgroup Manager

Demonstrate the difference between implied, direct and nested group membership using Workgroup Manager

Demonstrate the method to archive and restore the contents of Open Directory using Server Admin

Demonstrate the location and configuration of the Open Directory archive launchd job

Review the Open Directory password policies tab in Server Admin and discuss the impact of setting global password policies

Open Directory Replica

Demonstrate proper procedure for the following in Server Admin:

Tear-down and re-creation of the Open Directory replica

Monitoring replica status

Mac OS X Client

Review anonymous binding as the preferred method of binding Mac OS X clients to Open Directory

Demonstrate the process for binding and unbinding a Mac OS X client to the Open Directory domain using

Open Directory Integration

Demonstrate the process for binding and unbinding the server to the Open Directory domain

File Services - General

In Server Admin, demonstrate the process for:

Configuring the AFP file server settings

Creating a new sharepoint, including configuration and propagation of permissions and file system ACLs

Configuring permissions inheritance with file system ACLs

Using the effective permissions inspector to validate proper application of permissions and file system ACLs

Configuring service ACLs for file services

BRU Backup Software

Demonstrate the process for configuring locally-attached tape drive storage device in the management interface

Demonstrate the process for adding BRU Mac OS X backup clients

Demonstrate the process for modifying the configured full and incremental backup plans in the management interface

Demonstrate the process for creating new full and incremental backup plans in the management interface

Demonstrate the process for managing backup media pools in the management interface

Demonstrate the process for managing volumes in the management interface

Demonstrate the process for manually starting and ending backup jobs in the management interface

Demonstrate the process for restoring files from the backup media in the management interface

Demonstrate the process for relocating the default backup date set index storage location

Demonstrate the location of the BRU configuration backup

QLogic Fibre Channel Switch

Using the QLogic Switch Manager software, demonstrate the following:

Process for logging into the Switch Manager software and connecting to the designated fabric network

Process for viewing zone configuration

Process for adding and removing fibre channel ports from a zone

Configuring RSCN suppression

How to save configuration file from the switch

Promise VTrak

In WebPAM ProE, demonstrate the process for:

Logging into WebPAM ProE management tool via a web browser

Changing the management password

Enabling a hot spare drive

Restarting and powering off the storage device

Viewing the device drive status

Tandberg Fibre Channel Tape Storage Library

Demonstrate the process for loading and unloading the tape library magazines

Demonstrate the process for loading and unloading individual tape cartridges

Demonstrate the process for using the remote management web interface to detect and verify the tape drive

Demonstrate the process for using the remote management web interface to view tape library inventory

Demonstrate the process for using the remote management web interface to detect and verify the tape drive(s)

Demonstrate the process for using the remote management web interface to update the tape library firmware

Testing and Verification

Apple Professional Services will work jointly with the customer to test the following items after the installation is complete:

Xserve - Initial Configuration

Verify that each server hostname properly matches its fully qualified domain name (FQDN) using both the `changeip -checkhostname` and `host` commands

Verify the administrative user is able to do the following both while logged in on the server AND from a remote admin workstation:

Successfully view the server status and configuration via the Server Admin application

Successfully view the Xserve hardware health, status and configuration via the Server Monitor application

Verify only allowed users are able to:

Access the server via Remote Desktop

Access the server via SSH

Log into the server via Login Window

Xsan Metadata DNS

Verify up to 3 test clients are able to:

Resolve names in each new primary and secondary zone (within the LAN)

Resolve non-authoritative DNS requests (i.e. perform a lookup on `www.apple.com`)

Xsan Primary Metadata Controller

Verify the following using Xsan Admin:

Administrative user is able to log into the Xsan Admin software and view the Xsan status

Xsan volume start successfully

Xsan volumes are able to mount on the primary metadata controller

Size of the Xsan volumes is consistent with the LUNs added to the volume

Ability to copy data to and from the Xsan volume

If applicable, verify proper application of the storage quota for up to 5 test users

Xsan Backup Metadata Controller

Verify the Xsan volume is able to mount on the backup metadata controller

Verify the ability to copy data to and from the Xsan volume

Verify proper failover from the Primary Metadata Controller to the Backup Metadata Controller

Xsan Client

Verify the fibre channel connection on client matches the expected fibre channel fabric speed

Verify the Xsan volume mounts on client

Verify the ability to copy data to and from the Xsan volume

Open Directory Master

Verify 3 test clients are able to:

Read the attributes for up to 3 test users from the Open Directory domain via the `dscl -read` command or Workgroup Manager

Authenticate up to 3 test users from the Open Directory domain via the `dscl -authonly` command

Resolve group membership for up to 3 test users from the Open Directory domain via the `ld` command

Obtain Kerberos tickets for up to 3 test users from the Open Directory Domain via the `kinit` command or Ticket Viewer.app

Verify a limited Open Directory administrator has the ability to create/change only records for which it has been granted permissions

Verify the correct contents of the Open Directory backup disk image

Open Directory Replica

Verify via Server Admin that the `slapd` (LDAP) and `krb5kdc` (Kerberos KDC) service are running

Verify the Open Directory Replica IP address(es) appear in the `ldapreplicas` and `passwordserver` config records in Open Directory

Verify the following for up to 5 Open Directory users when the Open Directory Master and/or Relay is offline:

The server can read the users' attributes via the `dscl -read` command

The server can authenticate the users via the `dscl -authonly` command

The server can obtain and destroy Kerberos tickets for the users via the `kinit/kdestroy` commands or Ticket Viewer.app

Open Directory Integration

Verify 3 test clients are able to resolve group membership for up to 3 test users from the authentication Directory Domain via the `id` command

Verify, using the `ktutil` command, that appropriate service principals have been added to the `/etc/krb5.keytab` file

File Services - General

Confirm that up to 5 test user accounts are able to access the shares from the provided client CPUs with permissions and file system ACLs properly applied to the share(s)

Verify that a user with a valid Kerberos Ticket Granting Ticket (TGT) can access the AFP (Mac OS X) file service without an additional authentication

BRU Backup Software

Verify a local Mac OS X administrator user account can log in and administer BRU via the management Interface

Verify the configured backup plans execute and write a small data set to designated locally-attached tape drive storage device

Verify a file in the backup set on the designated locally-attached tape drive storage device can be successfully restored

QLogic Fibre Channel Switch

Verify the administrative user is able to log into the Switch Manager software via the designated IP address and view the switch status

Verify the in-use switch ports show proper status

Verify the RCSN suppression is on for all target ports

Verify the Fibre Channel ports have correct target and initiator settings

Promise VTrak

Verify the Promise VTrak status can be viewed via WebPAM ProE

Verify all configured Promise VTrak LUNs are visible on the target servers via Disk Utility

Tandberg Fibre Channel Tape Storage Library

Verify the Storage Library is visible to the backup server via Apple System Profiler

Verify connectivity to the Storage Library using the assigned IP address via the remote management web interface

Verify the administrative account access via the remote management web interface

Verify the Storage Library can view all loaded tape cartridges via the remote management web interface

Acceptance Criteria for Phase 1

Successful completion of all steps listed under Testing and Verification. (70%)

Phase 2: Mac Pro Custom Image Creation

Apple Professional Services will assist Golden West College in the creation of a single custom Mac OS X 10.6 system image from customer-provided "Perfect Machine."

Exclusions

The following items are specifically excluded from this engagement:

- Testing or verification of any existing customer images
- Installation or configuration of any software titles on the custom system images beyond the pre-configured "Perfect Machine"
- Custom script creation for post-image actions

Required Inventory for Engagement

The following items must have been received by the customer prior to the start of this phase of the engagement.

Workstations

QTY 1 - Mac Pro model system

QTY 3 - Mac Pro client matching the target hardware for the image. To be used for restore testing

Other Infrastructure

External Firewire drive(s) capable of storing the custom image (20GB minimum)

Pre-Engagement Preparation

The customer is responsible for completing the following items prior to the start of the engagement:

Software

Provide a list of all software, including Free and Open Source software, that will be installed in the image

Confirm that no software to be installed is licensed under the GNU Public License Version 3.0 (GPLv3)

Coaching and Mentoring

Apple Professional Services will work jointly with the customer to demonstrate and review the following:

Image Creation

Properly creating disk image files (.dmg) for testing

Testing and Verification

Apple Professional Services will work jointly with the customer to test the following items after the installation is complete:

Confirm the provided test clients are restored properly with the Mac Pro custom image and can complete testing and verification as per the Domain Logins section of the Phase 1 Testing and Verification

Acceptance Criteria for Phase 2

Completion of a single day of onsite assistance developing and testing a Mac OS X 10.6 System image. (25%)

Phase 3: Mac Pro Custom Image Deployment

Apple Professional Services will assist Golden West College with the deployment of the Mac Pro custom image created during Phase 2 to (5) client machines.

Exclusions

The following items are specifically excluded from this engagement:

- Custom script creation for post-image actions
- Unboxing of client machines

Required Inventory for Engagement

The following items must have been received by the customer prior to the start of this phase of the engagement.

Workstations

QTY 5 - Mac Pro client matching the target hardware for the image

Other Infrastructure

External Firewire drive(s) with custom image created during Phase 2

Acceptance Criteria for Phase 3

Successful deployment of the Mac Pro custom image to all (5) client machines. (5%)

**COAST COMMUNITY COLLEGE DISTRICT
INTERIM EDUCATIONAL ADMINISTRATOR EMPLOYMENT AGREEMENT**

1. **Parties.** The Coast Community College District ("District") and **Christine P. Nguyen** ("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 **Vice President, Administrative 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 05, range 34 (\$10,720.17/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

STREAMINGMEDIA HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663
Phone: (949) 722-8600 Fax: (949) 266-9470

TERMS AND CONDITIONS OF SERVICE

This Streaming Media Hosting Service Agreement ("Agreement") is made and entered into on this 1st Day of July, 2011 ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and Coast Community College District ("Client"), with its principal place of business at: 1370 Adams Ave. Costa Mesa, California 92626.

This Agreement is between Streaming Media Hosting and the Client (as noted above) to provide Media Distribution and Related Services (the "Services") on Streaming Media Hosting's network.

Payment. SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or Invoice due upon receipt is acceptable. No prepayments; all accounts are charged monthly. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement. SMH reserves the right to change pricing with thirty (30) days notice.

Taxes. All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate). If any applicable foreign law requires Client to withhold amounts from any payments to SMH hereunder: (a) Client shall affect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish SMH with tax receipts evidencing the payments of such amounts and (b) the sum payable by Client upon which the deduction or withholdings is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, SMH receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount SMH would have received and retained in the absence of such required deduction or withholding.

Services. SMH will provide Client with the Services as specified in the Order Form, which is attached hereto as Exhibit A and incorporated herein by this reference.

Assumption of Risk. Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use.

Promotions. Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

LIMITATION OF LIABILITY. STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY SMH OF THIS AGREEMENT, SMH'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

SMH REPRESENTATIONS. STREAMING MEDIA HOSTING HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE LICENSES TO DELIVER THE CONTRACTED SERVICES. FURTHER SMH REPRESENTS CLIENT SHALL BEAR NO LIABILITY UNDER CONTRACTS ENTERED INTO BY SMH WITH VARIOUS THIRD PARTIES FOR THE PROVISION OF SERVICES PURSUANT TO EXECUTION OF THIS CONTRACT.

CLIENT'S REPRESENTATIONS. CLIENT HEREBY REPRESENTS AND WARRANTS THAT THEY HOLD THE REQUISITE COPYRIGHT, TRADEMARK AND/OR OTHER INTELLECTUAL PROPERTY RIGHTS TO POST CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT TO SMH'S NETWORK. FURTHER, CLIENT REPRESENTS AND WARRANTS THAT THE RIGHTS DELEGATED TO SMH UNDER THIS AGREEMENT, INCLUDING THE PUBLIC DISPLAY, PUBLIC PERFORMANCE, DISTRIBUTION, AND REPRODUCTION OF CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT ON THE SMH NETWORK, WILL NOT VIOLATE OR INFRINGE UPON THE COPYRIGHT, LITERARY, PRIVACY, PUBLICITY, TRADEMARK, SERVICE MARK OR ANY OTHER PERSONAL OR PROPERTY RIGHT OF ANY PERSON OR ENTITY AND THAT CLIENT'S MEDIA PROPERTIES AND OTHER CONTENT WILL NOT CONSTITUTE A LIBEL OR DEFAMATION OF ANY THIRD PARTY. CLIENT REPRESENTS AND WARRANTS THAT IT HAS MET ANY AND ALL OBLIGATIONS TO ARTISTS, GUILDS, AUTHORS, COMPOSERS AND/OR ANY OTHER PARTICIPANTS IN THE PRODUCTION OF THE MEDIA PROPERTIES. CLIENT INDEMNIFIES AND HOLDS SMH HARMLESS FROM ANY BREACH OF THESE REPRESENTATIONS AND WARRANTIES BY CLIENT. CLIENT ASSUMES FULL RESPONSIBILITY FOR ALL INTELLECTUAL PROPERTIES POSTED TO SMH'S SERVERS ON CLIENT'S BEHALF, INCLUDING ANY TRADEMARK, COPYRIGHT, PATENT OR OTHER INTELLECTUAL PROPERTY SUBMITTED TO SMH FOR EITHER ENCODING SERVICES AND/OR STRAIGHT POSTING TO OUR SERVERS. SMH RESERVES THE RIGHT TO REMOVE WITHOUT NOTICE ANY MATERIAL WHICH, IN ITS SOLE OPINION, MAY RESULT IN A VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OF OTHERS OR ANY OTHER APPLICABLE FEDERAL, STATE, COMMON, OR INTERNATIONAL LAWS OR REGULATIONS.

License Grant. By using SMH's services, Client grants SMH a worldwide, non-exclusive right and license to promote, perform, and display Client's media properties as necessary for SMH to provide the underlying Services.

Press Release. The parties may agree to cooperate to prepare and release a joint press release regarding this Agreement, subject to prior, written approval of each party, which may not be unreasonably withheld or delayed.

Maintenance, Security, Backups. Client understands and agrees that SMH will make every effort to keep our network of servers running continuously. However, our servers will, from time-to-time, be disconnected due to routine maintenance windows, upgrades and other required events. SMH will make its best effort to keep all information on its servers backed-up. However, Client assumes responsibility for making a separate backup copy of any information posted to our servers. SMH is not responsible for lost materials or information. Additionally, Client is responsible for testing any changes that SMH makes to Client's media properties at Client's request to make sure that such changes are in accordance with such Client request. SMH will also make its best effort to maintain security on its network of servers. However, the nature of the World Wide Web and the Internet is not secure by default. Client assumes responsibility for the appropriate use of security.

Acceptable Use. Client agrees to be bound by the SMH Acceptable Use Policy, a current copy of which may be found on the SMH website at <http://www.streamingmediahosting.com/aup.htm>.

Cancellation. The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. In the event of early cancellation of this Agreement by Client, Client will be required to pay 100% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligations under this Agreement. This Agreement shall be governed by the law of the State of California. The only valid forum for any dispute arising under this agreement shall be Orange County, California. Prevailing party in a dispute may enter judgment in any court of competent jurisdiction. Should any provision of this Agreement be judged invalid or unenforceable, the rest of the agreement shall remain in full force and effect. This Agreement shall constitute the entire agreement between the parties regarding the Services and shall supersede any and all understandings, whether written or oral. This Agreement shall be binding upon Clients successors and assigns. Any waiver of any provision of this Agreement shall not constitute a modification to this Agreement or a permanent waiver of such provision unless it is in writing and signed by an officer of SMH. Client acknowledges that these terms and conditions are subject to change with thirty (30) days notice. Client's continued use of SMH constitutes Client's acceptance of these and any and all modified terms.

Payment Method

Card Type: ☐ Visa ☐ MasterCard

Card Number: _____

Expiration Date: _____ CVV2 Number: _____

Billing Contact Information (Required For All Accounts)

Billing Name: _____

Billing Email: _____

Billing Address: _____

Billing City: _____

Billing State: _____ Zip/Postal: _____

Country: _____

CLIENT SIGNATURE: Andy Dunn, Vice Chancellor _____ DATE _____

STREAMING MEDIA HOSTING SIGNATURE _____ DATE _____

PLEASE FAX ALL PAGES OF THIS FORM TO STREAMING MEDIA HOSTING AFTER
INITIALING AND SIGNING WHERE INDICATED TO (949) 266-9470.

STREAMINGMEDIA HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663
Phone: (949) 722-8600 Fax: (949) 266-9470

EXHIBIT B: INDEMNIFICATION

Indemnification. Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other alleging (I) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); and (II) any violation of or failure to comply with the Acceptable Use Policy. Each party's indemnification obligations hereunder shall be subject to: (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the Indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

The terms of this Exhibit B: Indemnification shall take precedence over the Terms and Conditions of Service executed on _____ between Dedicated Hosting Services, Inc. d/b/a Streaming Media Hosting and Coast Community College District, and in particular, the terms of such Exhibit B shall not be governed or limited by the paragraphs entitled "Assumption of Risk" and "Limitation of Liability" in the Terms and Conditions of Service.

CLIENT SIGNATURE: Andy Dunn, Vice Chancellor

DATE

STREAMING MEDIA HOSTING SIGNATURE

DATE

April 11, 2011

Exhibit A, Services
Page 4 of 4

STREAMINGMEDIA HOSTING

Customer:	Pam Pacheco	City:	Costa Mesa	Account Rep:	Nick Valenti
Company:	Coast Community College District	State:	CA	Phone:	(800) 963-4347 ext 203
Address:	2701 Fairview	Zip:	92626	Fax:	(949) 266-9470
Phone:	714-895-8236	Fax:		Email:	nvalenti@streamingmediahosting.com
Email:	ppacheco@gwc.cccd.edu				

SECTION A - One Time Fees						
Item #	Qty.	Part #	Description	Unit Price	Ext Price	Subtotal
1			WM Live and VOD and Flash VOD	\$199.95	\$199.95	waived
2			Data Transfer: 300GB per month			
3			Disk Space: 25GB per month			
4			Overages: \$3 per GB for bandwidth			
5			Overages: \$18 per GB for storage			
				Subtotal		waived
				California Sales Tax		
				One Time Total		waived

SECTION B - Monthly Fees						
Item #	Qty.	Part #	Description	Unit Price	Ext Price	Subtotal
1	12		Monthly Hosting Fee of \$899.95	\$899.95	\$10,799.40	\$10,799.40
2						
3						
4						
5						
				Subtotal		\$10,799.40
				California Sales Tax		
				Yearly Total		\$10,799.40

COMMENTS

All quotes are valid for 30 days from day of quote. This is a 12 month agreement.
This is for the P.O.S.T. Pilot Project Agreement.

By signing below I indicate I have read the Terms and Conditions of Service and accept the services and prices above.

Authorized Representative

Signature

Date

STREAMING MEDIA HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663
Phone: (949) 722-8600 Fax: (949) 266-9470

TERMS AND CONDITIONS OF SERVICE

This Streaming Media Hosting Service Agreement ("Agreement") is made and entered into on this 1st Day of July, 2011 ("Effective Date"), By and between Dedicated Hosting Services, Inc., a California corporation d/b/a Streaming Media Hosting ("Streaming Media Hosting" or "SMH"), and Coast Community College District ("Client"), with its principal place of business at: 1370 Adams Ave. Costa Mesa, California 92626.

This Agreement is between Streaming Media Hosting and the Client (as noted above) to provide Media Distribution and Related Services (the "Services") on Streaming Media Hosting's network.

Payment. SMH will only accept MasterCard, Visa, or American Express for accounts with monthly billing under \$1000 per month (see Payment Method). For accounts with monthly billing over \$1000 per month, credit card, or invoice due upon receipt is acceptable. No prepayments; all accounts are charged monthly. All Services will be billed within the first week of any given month for that month. Billing for services commences immediately upon the day that the Client's service commences; bills for partial periods are prorated. For clients that exceed their most recent, mutually agreed-upon Committed Rate, SMH reserves the right to bill the Client an additional amount (the Over-Committed Rate) for the actual amount of data transferred. Likewise, SMH reserves the right to bill clients who exceed the number of concurrent streams that have been allocated to them at a higher, mutually agreed-upon rate for the additional streams. SMH will not, however, increase Client's Committed Rate without mutual agreement. SMH reserves the right to change pricing with thirty (30) days notice.

Taxes. All fees are in United States dollars and exclude any applicable taxes. Client shall pay, indemnify and hold SMH harmless from all sales, use, value-added or other taxes of any nature, other than taxes on SMH's net income, including penalties and interest, and all government permit or license fees assessed upon or with respect to any fees due under this Agreement (except to the extent Client provides SMH with a valid tax exemption certificate). If any applicable foreign law requires Client to withhold amounts from any payments to SMH hereunder: (a) Client shall affect such withholding, remit such amounts to the appropriate taxing authorities and promptly furnish SMH with tax receipts evidencing the payments of such amounts and (b) the sum payable by Client upon which the deduction or withholdings is based shall be increased to the extent necessary to ensure that, after such deduction or withholding, SMH receives and retains, free from liability for such deduction or withholding, a net amount equal to the amount SMH would have received and retained in the absence of such required deduction or withholding.

Services. SMH will provide Client with the Services as specified in the Order Form, which is attached hereto as Exhibit A and incorporated herein by this reference.

Assumption of Risk. Client hereby assumes any and all risks associated with Client's, its agents' (including contractors and sub-contractors) or employees' use of the Services and shall indemnify, defend, and hold harmless SMH from any and all claims, liabilities, judgments, causes of action, damages, costs, and expenses (including reasonable attorneys' and experts' fees), caused by or arising in connection with such use.

Promotions. Clients that receive free month(s) of Services via promotional offer or other reason will receive the free month(s) as a credit to their account. In order to receive such credit, a valid credit card must be on file with SMH, any set-up fees associated with the account must be paid and the account must be current. SMH may discontinue any special offers prospectively at any time at its sole option.

LIMITATION OF LIABILITY. STREAMING MEDIA HOSTING PROVIDES SERVICES TO CLIENT ON AN "AS IS" BASIS. SMH EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING THE WARRANTIES OF

Page 1 of 4

SMH FORM - TOS 090320

Initial ____

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SMH SHALL NOT BE LIABLE FOR ANY LOSS OF BUSINESS, LOST PROFITS, LOST DATA, LOST SAVINGS, FAILURE OF SECURITY OR ANY OR ALL INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, HOWEVER CHARACTERIZED, WHETHER OR NOT SUCH DAMAGES ARE FORESEEABLE. UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, WILL SMH BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE THE SERVICES, INCLUDING BUT NOT LIMITED TO LOSS OF REVENUE OR LOST PROFITS, OR DAMAGES THAT RESULT FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES OR EMAIL, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, FAILURE OF PERFORMANCE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO SMH'S RECORDS, PROGRAMS OR SERVICES, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THE EVENT OF ANY BREACH BY SMH OF THIS AGREEMENT, SMH'S LIABILITY TO CLIENT WILL NOT EXCEED THE AMOUNT PAID TO SMH BY CLIENT DURING THE PREVIOUS ONE MONTH.

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License Grant. By using SMH's services, Client grants SMH a worldwide, non-exclusive right and license to promote, perform, and display Client's media properties as necessary for SMH to provide the underlying Services.

Press Release. The parties may agree to cooperate to prepare and release a joint press release regarding this Agreement, subject to prior, written approval of each party, which may not be unreasonably withheld or delayed.

Maintenance, Security, Backups. Client understands and agrees that SMH will make every effort to keep our network of servers running continuously. However, our servers will, from time-to-time, be disconnected due to routine maintenance windows, upgrades and other required events. SMH will make its best effort to keep all information on its servers backed-up. However, Client assumes responsibility for making a separate backup copy of any information posted to our servers. SMH is not responsible for lost materials or information. Additionally, Client is responsible for testing any changes that SMH makes to Client's media properties at Client's request to make sure that such changes are in accordance with such Client request. SMH will also make its best effort to maintain security on its network of servers. However, the nature of the World Wide Web and the Internet is not secure by default. Client assumes responsibility for the appropriate use of security.

Acceptable Use. Client agrees to be bound by the SMH Acceptable Use Policy, a current copy of which may be found on the SMH website at <http://www.streamingmediahosting.com/aup.htm>.

Cancellation. The initial term of this Agreement shall be noted in the Order Form. If no term is noted in the Order Form, the initial term shall be twelve (12) months for all accounts. In the event of early cancellation of this Agreement by Client, Client will be required to pay 100% of the most recent agreed-upon monthly charge for the remaining portion of the term. SMH can cancel this Agreement at will at any time with thirty (30) days written notice to the Client. In the event that SMH cancels this Agreement, the Client will have a prorated refund of any unused portion of the billing period. Set-up fees are non-refundable.

General. Each party represents and warrants that it has the right and authority to enter into this Agreement, and that by entering into this Agreement, it will not violate, conflict with or cause a material default under any other contract, agreement, indenture, decree, judgment, undertaking, conveyance, lien or encumbrance to which it is a party or by which it or any of its property is or may become subject or bound. Each party shall, at its own expense, make, obtain, and maintain in force at all times during the term of this Agreement, all applicable filings, registrations, reports, licenses, permits and authorizations necessary to perform its obligations under this Agreement. This Agreement shall be governed by the law of the State of California. The only valid forum for any dispute arising under this agreement shall be Orange County, California. Prevailing party in a dispute may enter judgment in any court of competent jurisdiction. Should any provision of this Agreement be judged invalid or unenforceable, the rest of the agreement shall remain in full force and effect. This Agreement shall constitute the entire agreement between the parties regarding the Services and shall supersede any and all understandings, whether written or oral. This Agreement shall be binding upon Clients successors and assigns. Any waiver of any provision of this Agreement shall not constitute a modification to this Agreement or a permanent waiver of such provision unless it is in writing and signed by an officer of SMH. Client acknowledges that these terms and conditions are subject to change with thirty (30) days notice. Client's continued use of SMH constitutes Client's acceptance of these and any and all modified terms.

Payment Method

Card Type: ☐ Visa ☐ MasterCard

Card Number: _____

Expiration Date: _____ CVV2 Number: _____

Billing Contact Information (Required For All Accounts)

Billing Name: Golden West College

Billing Email: ppacheco@gwc.cccd.edu

Billing Address: 15744 Goldenest Street

Billing City: Huntington Beach

Billing State: CA Zip/Postal: 92647

Country: USA

CLIENT SIGNATURE: Andy Dunn, Vice Chancellor

DATE

STREAMING MEDIA HOSTING SIGNATURE

DATE

**PLEASE FAX ALL PAGES OF THIS FORM TO STREAMING MEDIA HOSTING AFTER
INITIALING AND SIGNING WHERE INDICATED TO (949) 266-9470.**

STREAMINGMEDIA HOSTING

177 Riverside Ave, Suite 241, Newport Beach, CA 92663
Phone: (949) 722-8600 Fax: (949) 266-9470

EXHIBIT B: INDEMNIFICATION

Indemnification. Each party will indemnify, defend and hold the other harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees and costs) resulting from any claim, suit, action, or proceeding (each, an "Action") brought by any third party against the other alleging (i) the infringement or misappropriation of any intellectual property right relating to the delivery or use of the Services (but excluding any infringement contributorily caused by the other party); and (ii) any violation of or failure to comply with the Acceptable Use Policy. Each party's indemnification obligations hereunder shall be subject to: (i) receiving prompt written notice of the existence of any Action; (ii) being able to, at its option, control the defense of such Action; (iii) permitting the indemnified party to participate in the defense of any Action; and (iv) receiving full cooperation of the indemnified party in the defense thereof.

The terms of this Exhibit B: Indemnification shall take precedence over the Terms and Conditions of Service executed on _____ between Dedicated Hosting Services, Inc. d/b/a Streaming Media Hosting and Coast Community College District, and in particular, the terms of such Exhibit B shall not be governed or limited by the paragraphs entitled "Assumption of Risk" and "Limitation of Liability" in the Terms and Conditions of Service.

CLIENT SIGNATURE: Andy Dunn, Vice Chancellor

DATE

STREAMING MEDIA HOSTING SIGNATURE

DATE

STREAMINGMEDIA HOSTING

April 23, 2010

Exhibit A, Services
Page 4 of 4

Customer: Pam Pacheco
Company: Coast Community College District
Address: 2701 Fairview
Phone: 714-895-8236
Email: ppacheco@ccc.cd.edu

Account Rep: Nick Valenti
Phone: (800) 983-4347 ext 203
Fac: (949) 288-8470
Email: nvalenti@streamingmediahosting.com

SECTION A - One Time Fees

Item #	Qty.	Part #	Description	Unit Price	Ext Price	Other	Tax	Subtotal
1			WMV Live and VOD, Flash VOD, Quicktime VOD	\$199.95	\$199.95			waived
2			Data Transfer: 20GB per month					
3			Disk Space: 9GB per month					
4			Overages: \$4.50 per GB for bandwidth					
5			Overages: \$20 per GB for storage					
Subtotal								
California Sales Tax								
One Time Total								waived

SECTION B - Monthly Fees

Item #	Qty.	Part #	Description	Unit Price	Ext Price	Other	Tax	Subtotal
1	15		Monthly Hosting Fee of \$199.95	\$199.95	\$2,999.25			\$2,999.25
2								
3								
4								
5								
Subtotal								\$2,999.25
California Sales Tax								
Yearly Total								\$2,999.25

COMMENTS

All quotes are valid for 30 days from day of quote. This agreement will go from April 17, 2010 through June 30, 2011. This is for the Distance Learning Agreement.

By signing below I indicate I have read the Terms and Conditions of Service and accept the services and prices above.

Authorized Representative

Signature

Date

SchoolsFirst™

FEDERAL CREDIT UNION

AUTOMATED TELLER MACHINE SITE LICENSE AND SERVICE AGREEMENT

This ATM Site License and Service Agreement ("Agreement") is effective this 19th day of May 2011 and is entered into by and between SchoolsFirst Federal Credit Union, (herein called "SchoolsFirst FCU"), with a principal place of business at 2115 North Broadway, Santa Ana, California 92711 and Coast Community College District (Golden West College), (herein called "Customer"), with a principle place of business at 15744 Golden West Street, Huntington Beach, CA 92647-2748.

RECITALS

WHEREAS, Both Parties desire to continue to have Automated Teller Machines (herein called "Existing ATMs"), in all of the Facilities owned or leased by Customer listed on Exhibit A attached hereto and made part hereof, (collectively, the "Facilities"). For purposes of this Agreement, ATMs shall include all devices functionally equivalent to an ATM whether they are referred to by their manufacturers as customer bank communication terminals, remote service units or otherwise; however, ATMs shall not include any machines which sell merchandise or perform transactions of a nature other than financial transactions; and

WHEREAS, SchoolsFirst FCU is specially trained, experienced and competent to provide, install, and maintain an ATM on Customer's facilities, and participates in networks of financial institutions for the provision of electronic funds transfer services (an "EFT System"); and

WHEREAS, SchoolsFirst FCU previously installed and maintained the Existing ATMs in accordance with that certain Automated Teller Machine Service Agreement dated July 22, 1999 (herein called "Previous ATM Agreement") entered into by and between SchoolsFirst FCU and Customer. The Previous ATM Service Agreement expired in accordance with its own terms and has been on a month-to-month basis. This Agreement shall replace the Previous ATM Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and adequacy of which are acknowledged, the Parties to this Agreement do hereby agree as follows:

1.0 License.

Subject to the terms and conditions set forth in this Agreement (i) Customer grants SchoolsFirst FCU the exclusive license to continue to provide one (1) ATM in the Facility at the Approved Location (defined in 4.0), and (ii) SchoolsFirst FCU agrees to continue to operate an ATM in the Approved Location. Notwithstanding anything to the contrary in this Agreement, in no event shall SchoolsFirst FCU have the right or obligation to operate an ATM in any Location prior to the location being open.

2.0 Term.

This Agreement shall be in full force and effect for a period of five (5) years commencing on the Effective Date, (herein called "Initial Term"), subject to termination as hereinafter set forth. Renewal of this Agreement, (each, a "Renewal Term"), shall be upon mutual written consent of the Parties hereto. In the event that the Agreement is not renewed, Customer shall surrender possession of the Existing ATM and all related equipment (the "ATM System") in good order and condition, reasonable wear and tear by use and damage by elements as expected. SchoolsFirst FCU, at its sole cost and expense, shall remove the ATM System and return Customer's facilities to the condition to be mutually agreed upon between the Parties.

2.1 SchoolsFirst FCU will remove the ATM System, and return the Customer's property to its original condition if Customer's site is sold before the end of the Agreement. In the event of such sale, Customer shall pay all expenses of removing the Existing ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

3.0 Installation.

3.1 Should Customer wish to add a new location during the term of this Agreement (herein called "New ATM"), SchoolsFirst FCU shall, as soon as reasonably possible after the Effective Date and at its sole expense, perform all acts necessary to install, operate, maintain and secure the New ATM in all of the Facilities in the Approved Location(s), including, without limitation, site preparation, power installation and data line installation.

3.2 In connection therewith, SchoolsFirst FCU shall, at its sole expense, obtain all permits and approvals required by governmental authorities for the installation and operation of the New ATM in the Facilities and for all other work or activities SchoolsFirst FCU is required to perform or conduct under the terms of this Agreement, excluding, however, any permits and approvals required for the power installation for each New ATM (collectively, "Permits"). In no event shall SchoolsFirst FCU install or operate a New ATM in any location without first having obtained all necessary Permits for such location. SchoolsFirst FCU represents, warrants and covenants that it has previously filed or will, as soon as reasonably possible after the Effective Date, file the necessary applications for such Permits and diligently pursue issuance of same.

- 3.3 In the event that SchoolsFirst FCU cannot obtain the necessary Permits with respect to any Location(s) within three (3) months after the Effective Date ("Approval Period"), either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Location(s) upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period SchoolsFirst FCU obtains the necessary Permits for such location(s).
- 3.4 SchoolsFirst FCU shall give Customer written notice of the date of installation and commencement or operation of the New ATM in a location, which notice must be signed by Customer and sent to Customer at the address specified in Paragraph 19.0 below within ten (10) days after the New ATM is first installed (and is operational). The New ATM shall be and remain the sole property of SchoolsFirst FCU.

4.0 **Location.**

- 4.1 Customer and SchoolsFirst FCU shall mutually agree, in writing, upon the location of the New ATM within each Location ("Approved Location") as well as the layout and décor of the New ATM. Should the Parties, despite the exercise of good faith efforts, be unable to agree on the Approved Location for the New ATM prior to the expiration of the Approval Period, either Party may, at any time after such Approval Period, terminate this Agreement with respect to such Approved Location upon thirty (30) days' written notice to the other Party provided, however, that such termination shall be ineffective and void if during said thirty (30) day period the Parties agree on the Approved Location for the New ATM.
- 4.2 Customer may, from time to time, in its reasonable discretion, request that the location of the Existing ATM be changed. In such event, Customer shall notify SchoolsFirst FCU in writing to schedule the relocation and pay all costs associated with the relocation. Should the Parties be unable to agree upon a new location for the Existing ATM within a particular Site within forty five (45) days after SchoolsFirst FCU's receipt of Customer's written request that the Existing ATM location be changed, this Agreement shall terminate as to that particular Site provided, however, that such termination shall be ineffective and void if during said forty five (45) day period the Parties agree on the new location for the Existing ATM. In the event of any such termination, Customer shall pay all expenses of removing the Existing ATM and all related signage and improvements, and all costs of repairing damage caused by such removal.

5.0 **Signs.**

- 5.1 **Exterior.** SchoolsFirst FCU shall not have the right to install any exterior building signs unless SchoolsFirst FCU first obtains (i) Customer's prior written approval which Customer may withhold in its reasonable discretion and (ii) the prior written approval of any third parties (including, without limitation, governmental agencies) who have approval rights over the same. In connection therewith, SchoolsFirst FCU acknowledges that it shall be Customer's sole responsibility to determine which, if any, third parties have approval rights over SchoolsFirst FCU's proposed signage, it being understood that Customer makes no representation as to which, if any, third party approvals are necessary. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all approved exterior signs, except electrical power costs which shall be paid by Customer.
- 5.2 **Interior.** SchoolsFirst FCU may provide and install a sign or signs, on or above each ATM that identifies it as an ATM owned by SchoolsFirst FCU and, while SchoolsFirst FCU is a participant in any EFT System, as an ATM available to such EFT System's cardholders. Such signs may include SchoolsFirst FCU and system logos as appropriate. SchoolsFirst FCU shall pay all costs associated with the installation, operation, and maintenance of all interior signs, except electrical power costs which shall be paid by Customer.

6.0 **Surcharging.**

It is the current intent that Members of SchoolsFirst FCU or another credit union that is a member of The CO-OP Network will not pay a service charge for using an ATM. Other fees and/or surcharges may be assessed for users who have their accounts with other banks and financial institutions, or as otherwise determined by SchoolsFirst FCU, in its sole discretion.

- 6.1 SchoolsFirst FCU shall pay to Customer, as a fee for operating an ATM at the location listed in Exhibit A, fifty percent (50%) of the monthly surcharge income received at the location, payable in arrears, on or before the twentieth day of the following month.

7.0 **Responsibilities.**

- 7.1 During the term of this Agreement, Customer shall be responsible, at its expense, for:
- 7.1.1 Appointment of a representative to serve as a liaison between Customer and SchoolsFirst FCU. The name of the representative shall be submitted to SchoolsFirst FCU and any changes in the designation of the representative shall be immediately reported to SchoolsFirst FCU in writing;
- 7.1.2 The cost of electrical power sufficient to operate each Existing ATM and/or New ATM and each approved sign;

- 7.1.3 The sole responsibility for and control and maintenance of the Facilities, including but not limited to the access area to the Existing ATM and any New ATM, walkways or sidewalks on the Property within fifty (50) feet of the Existing ATM and any New ATM, and the parking area;
- 7.1.4 Providing custodial services for such areas and will maintain the areas as may be reasonably necessary or required by law to promote the safety of persons on the property using the ATM System;
- 7.1.5 Reserving a minimum of one (1) parking space near the Existing ATM and any New ATM for maintenance and servicing
- 7.1.6 If the ATM System is external to the Site, Customer shall reserve an additional space near the ATM System. The parking spaces shall be reserved for, and conspicuously marked for use by persons using the ATM System, and shall be lighted adequately during hours of darkness. The parties acknowledge that the parking spaces so provided may comprise a portion of a larger parking area that is controlled by the Customer. SchoolsFirst FCU shall have no responsibility for the operation or maintenance of the parking area and spaces provided;
- 7.1.7 Expeditiously reporting vandalism and/or exterior damage to SchoolsFirst FCU's central network control site;
- 7.1.8 Providing SchoolsFirst FCU's maintenance personnel access at all times to the ATMs, including without limitation telephone access for local or toll free calls while servicing the ATMs;
- 7.1.9 Direct customers' to the ATMs; and
- 7.1.10 Illuminating the ATMs during the Location's business hours.
- 7.2 During the term of this Agreement, SchoolsFirst FCU or its designated agent shall be responsible for performing all necessary maintenance and service of the ATMs in order to keep the ATMs in good working condition at all times (said maintenance and service to be performed, to the extent practicable, between the hours of 8 a.m. through 9 p.m. local time each day) including, without limitation:
 - 7.2.1 Appointment of a representative to serve as a liaison between SchoolsFirst FCU and Customer. The name of the representative shall be submitted to Customer and any changes in the designation of the representative shall be immediately reported to Customer in writing;
 - 7.2.2 Regularly scheduled and unscheduled emergency equipment diagnosis, servicing, repair, and maintenance, including replacement of parts;
 - 7.2.3 Maintenance of communication lines and communications' links to SchoolsFirst FCU's computer and to any applicable EFT System;
 - 7.2.4 Clearing and settlement of transactions;
 - 7.2.5 Providing cash, receipts, ribbons and other supplies as required;
 - 7.2.6 Comply with all applicable Federal, State, and local laws, rules, regulations, and ordinances as it relates to the installation, operation, and maintenance of ATM System; and
 - 7.2.7 SchoolsFirst FCU shall not subcontract or assign the performance of any of the services in this Agreement without prior written approval of Customer, except for those services required for the normal operation of an ATM System.
- 7.3 SchoolsFirst FCU will use its best efforts to ensure that the ATMs are operational and available for use at all times when each Location is available to the public. An ATM is operational when it is capable of performing:
 - 7.3.1 The following functions for SchoolsFirst FCU's customers: (i) cash withdrawals from checking and savings, (ii) deposits to checking and savings, (iii) cash advances from credit accounts, (iv) transfers between checking, savings, and credit accounts, and (v) balance inquiries on checking, savings, and credit accounts; and
 - 7.3.2 The functions allowed by other ATM networks belonging to an EFT System in which SchoolsFirst FCU is a participant.

SchoolsFirst FCU will use its best efforts to ensure that no ATM shall be incapable of performing the functions described in subsections 7.3.1 and 7.3.2 above for any reason (other than reasons described in Section 28.0

hereof, Force Majeure, and for performance of standard maintenance and cash replenishment) for more than three percent (3%) of the time any Location is open to the public during any three (3) month period.

8.0 Utilities.

SchoolsFirst FCU shall pay all telephone charges for telephone lines involved in operating the ATMs and all other telecommunication expenses resulting from operation of the ATMs, including, without limitation, payment of all line fees and charges. Customer shall furnish all lighting, air conditioning, heat, and electricity for each site. Customer will use due diligence, at no cost or liability to SchoolsFirst FCU, to obtain conformance with this paragraph. If for any reason any utility services are disconnected or suspended, SchoolsFirst FCU shall not be entitled to any reimbursement, compensation, damages or abatement of any fees payable by SchoolsFirst FCU hereunder because of such discontinuance or suspension, nor shall Customer be liable to SchoolsFirst FCU for any interruption of its operations occasioned by such suspension or discontinuance or by any other means beyond Customer's reasonable control.

9.0 Security.

SchoolsFirst FCU acknowledges that Customer is not an insurer of the ATMs and that Customer has no obligation to provide security for the ATMs except as expressly provided herein or required by applicable law. SchoolsFirst FCU hereby releases Customer from and against any Costs as defined below, which SchoolsFirst FCU might sustain by virtue of a robbery or theft of the ATMs or its contents or any failure of Customer to provide security (for robbery or theft) at the Facilities. SchoolsFirst FCU further agrees to indemnify, defend and hold Customer harmless for any Costs relating to a robbery or theft of the ATM or an attempted robbery or theft. The foregoing notwithstanding, SchoolsFirst FCU shall not release Customer from liability nor indemnify Customer, to the extent any such Costs result from Customer's breach of this Agreement or failure to comply with applicable law.

10.0 Personal Property; Taxes.

All equipment and other personal property used or placed upon the ATM site by SchoolsFirst FCU and each part thereof is and for all purposes shall remain SchoolsFirst FCU's personal property and shall not become or be considered real property or a part of a building, regardless of whether or by what means it is or may become attached or affixed to such building, and SchoolsFirst FCU may place on the ATM site a statement to this effect or any other statement SchoolsFirst FCU deems necessary or desirable to disclose and protect its interest in the ATM site and in the personal property. SchoolsFirst FCU shall pay during the term of this Agreement all taxes and assessments against all personal property placed in each Location by SchoolsFirst FCU pursuant to this Agreement, including, without limitation, all license fees, taxes, and other charges which may be required to be paid by any city, county, state, or federal authorities for the use, operation, or maintenance of ATMs placed on such premises.

11.0 Indemnity.

11.1 Customer agrees to indemnify, defend and hold harmless SchoolsFirst FCU, its agents, contractors and employees from and against all liabilities, claims, damages or loss, including, without limitation, attorney fees, costs and expenses (collectively "Costs"), arising out of or resulting from Customer's negligence or willful misconduct except to the extent, if any, said Costs result from the willful misconduct or negligence of SchoolsFirst FCU, its agents, contractors or employees.

11.2 Customer shall obtain and maintain a policy of commercial general liability insurance insuring Customer against claims for personal and advertising injury, bodily injury, and property damage. Such insurance shall be in an amount of not less than \$1,000,000 for personal and advertising injury and not less than \$1,000,000 for bodily injury and property damage. Such insurance may be provided through a program of self-insurance.

11.3 SchoolsFirst FCU agrees to indemnify, defend and hold harmless Customer, its agents, contractors and employees from and against all Costs arising out of or resulting from:

11.3.1 SchoolsFirst FCU's negligence or willful misconduct, except to the extent, if any, said Costs in subsection 11.3.1 or 11.3.2 of this Paragraph 11.3 result from the willful misconduct or negligence of Customer, its agents, contractors or employees; or

11.3.2 A claim that Customer is engaged in banking operations by virtue of this Agreement.

11.4 Excluded from the above provisions of indemnity shall be any claim or liability of either Party to the other for loss of damage caused by fire, earthquake, flood, or other natural casualty, strike, facilities lockout or governmental actions, or malfunctioning or tampering with the ATM System, for which neither party will be liable to the other. In the event of such fire, earthquake, flood or other natural casualty, the Parties agree that SchoolsFirst FCU shall have the right to terminate this Agreement as to such Location at any time upon notice to Customer, should Customer fail to complete reconstruction of the Location within 180 days of such calamity. All surcharge payments shall be abated during the time SchoolsFirst FCU is unable to operate the ATM System.

12.0 Insurance.

SchoolsFirst FCU agrees to carry and maintain from the Effective Date of services until the expiration of the Initial Term or any subsequent Renewal Term of this Agreement the following insurance policies:

- 12.1 Comprehensive General Liability Insurance in an amount not less than one million dollars (\$1,000,000) per occurrence;
- 12.2 Statutory Workers' Compensation Insurance;
- 12.3 Thirty (30) day written notice to customer of cancellation or reduction in coverage.
- 12.4 An endorsement to said policies naming Customer and their officers, agents, and employees as additional insured's.

13.0 Advertising.

- 13.1 SchoolsFirst FCU will make a reasonable and good faith effort to advertise the location of the ATMs in the Facilities through means such as media advertising, direct mailings (e.g., statement stuffers) and demonstration and usage programs, as SchoolsFirst FCU deems appropriate. SchoolsFirst FCU hereby agrees that it acquires no license or other interest to use Customer's marks or logos (i) to advertise or identify its business or services, or (ii) in a manner stating or implying its services or business are sponsored, endorsed, or connected with Customer. Customer may, in its sole and absolute discretion, advertise the location of the ATMs in the Facilities through means such as media advertising, incentives (e.g., coupons) and advertising (e.g., bag stuffers and advertisements on bags). SchoolsFirst FCU shall have access to each ATM during normal business hours for demonstrating the ATM to customers.
- 13.2 Subject to Customer's prior written approval, SchoolsFirst FCU shall be entitled to use the exterior portions of the ATM for the placement of sales material designed to promote SchoolsFirst FCU's products and services.
- 13.3 SchoolsFirst FCU may use the Customer's name solely for the purpose of advertising the location of the ATMs, provided Customer has given prior written approval of such use. Customer may use the names of SchoolsFirst FCU and any EFT System in which SchoolsFirst FCU may, from time to time, be a participant, provided SchoolsFirst FCU has given prior written approval of each such use, for the purpose of advertising the existence and locations of the ATMs.

14.0 Liens.

SchoolsFirst FCU agrees to pay in full when due and discharge all claims for labor performed (or alleged to have been performed) and materials and services furnished (or alleged to have been furnished) in connection with the installation or operation of the ATMs so as to prevent the assertion of claims of lien against the Facilities or the land upon which the Facility is located. SchoolsFirst FCU shall have the right, at its sole expense, to contest, in good faith, the validity of any such lien; provided, however, SchoolsFirst FCU shall, within thirty (30) days after notice from Customer to do so, and sooner as necessary to prevent foreclosure and/or enforcement of the same, procure the release of any such lien in a manner satisfactory to Customer, whether by payment, posting of bond, obtaining an appropriate court order, or otherwise.

15.0 Bonds.

SchoolsFirst FCU shall for the term of the Agreement, bond all of its employees engaged in providing services under this Agreement. SchoolsFirst FCU shall at times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in providing the services required under this Agreement. SchoolsFirst FCU shall also provide identification cards, patches or badges to all employees engaged in providing services under this Agreement.

16.0 Right of Exclusivity.

Customer shall not permit the installation of any other institution's ATM System inside or outside of the Facilities located at Golden West College during the Initial Term or any subsequent Renewal Term of this Agreement.

17.0 Not a Partnership.

SchoolsFirst FCU shall be deemed at all times to be an independent contractor and shall be wholly responsible for the manner in which services required of SchoolsFirst FCU by the terms of this Agreement are performed. The employees and agents of SchoolsFirst FCU shall not be considered for any purposes to be employees of Customer. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between Customer and SchoolsFirst FCU's agents or employees. SchoolsFirst FCU assumes exclusively the responsibility for acts of its employees or agents as they relate to the services to be provided under this Agreement.

18.0 Governing Law.

The Parties agree that this Agreement shall be construed and enforced in accordance with the laws of the State of California, through California State courts with venue in Orange County, California.

19.0 **Notices.**

All notices or demand to be given under this Agreement by either Party to the other, shall be in writing and given either by: (i) personal services; or (ii) by U.S. Postal Mail, mailed either by registered or certified mail, return receipt requested with postage prepaid. Notice shall be considered given and received if personally served or, if mailed on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either Party may be changed by written notice given in accordance with the notice provisions of this section.

At the commencement date of this Agreement the address of the Parties are as follows:

Customer Mailing Address:

Ms. Janet Houlihan
Vice President, Administrative Services
Golden West College
PO Box 2748
Huntington Beach, CA 92647-2748

SCHOOLSFIRST FCU Mailing Address

SchoolsFirst FCU
ATTN: Colleen Savage
P.O. Box 11547
Santa Ana, CA 92711
714.466.8485

20.0 **Waiver.**

The waiver by either party of any covenant or obligation contained herein shall not be considered to be a waiver of any subsequent breach of the same or any other covenant or obligation, nor shall such waiver affect or prejudice the Party's rights or remedies hereunder with regard to any subsequent breaches.

21.0 **Termination/Expiration.**

In the event either Party exercises any right it has hereunder to terminate this Agreement as to one or more of the Facilities or in the event this Agreement otherwise terminates as to one or more Facilities, or in the event the Parties mutually agree to add any Facilities, beyond those Facilities listed on Exhibit A attached hereto, to the scope of this Agreement, both Parties shall, upon the request of the other Party, execute an amendment to this Agreement substituting a revised and current Exhibit A which omits the terminated Facilities or lists the additional Facilities, as the case may be. Within thirty (30) days after the expiration or earlier termination of this Agreement (as to one or more Facilities), SchoolsFirst FCU shall, at its sole expense (except as otherwise provided herein), remove from each Location with respect to which the Agreement has terminated or expired all ATMs and trade fixtures related thereto and shall fully repair any damages caused hereby so as to restore the affected area to its condition as it existed prior to the placement of an ATM therein, ordinary wear and tear excepted. If SchoolsFirst FCU fails to remove all ATM machines and related trade fixtures within said thirty (30) day period, the ATM machines and related trade fixtures may be removed and stored by Customer at SchoolsFirst FCU's sole cost and expense.

22.0 **Holding Over.**

After the termination of this Agreement any holding over by SchoolsFirst FCU without the consent of Customer will create a tenancy at will, which shall be terminable at any time by Customer upon written notice to SchoolsFirst FCU.

23.0 **Condemnation/Damage and Destruction.**

In the event of a taking by eminent domain of any part of the Location or the premises of which it is a part, or of any damage to or destruction of a Location, either Party may terminate this Agreement with respect to such Location by delivery of written notice to the other Party at any time within thirty (30) days of the date (i) title vests pursuant to the taking (in the case of condemnation) or any transfer in lieu thereof, or (ii) the date of the damage or destruction. In the event any taking by condemnation, or any transfer in lieu thereof, of all or any part of a Location, SchoolsFirst FCU shall not be entitled to any of the award for such taking or transfer. In no event shall SchoolsFirst FCU be entitled to receive any insurance proceeds, which are received by Customer (or to which Customer is entitled) in the event of damage or destruction to, or condemnation of, any of the Facilities.

24.0 **Default.**

24.1 In the event SchoolsFirst FCU is in default in the performance of any obligations to be performed by SchoolsFirst FCU pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days, after the delivery to the defaulting Party of written notice of such default, Customer may:

24.1.1 Declare this Agreement terminated (with respect to any or all of the Facilities), and/or

24.1.2 Pursue all remedies permitted by law.

In the event Customer is in default in the performance of any obligations to be performed by Customer pursuant to this Agreement, and if said default continues uncured for a period of twenty (20) days after delivery to Customer of written notice of such default, SchoolsFirst FCU may:

24.1.3 Declare this Agreement terminated as to any or all of the Facilities, and/or

24.1.4 Pursue all remedies permitted by law.

In the event either Party initiates legal proceedings to enforce any of the terms of this Agreement, the prevailing Party shall recover its costs of suit, including reasonable attorneys' fees at trial and on any appeal as fixed by the court, from the other Party.

25.0 Assignment.

SchoolsFirst FCU may not assign or transfer its rights under this Agreement unless such assignment is to a subsidiary or affiliate of SchoolsFirst FCU, or to any surviving entity into which SchoolsFirst FCU is merged or reorganized. Any other such assignment shall require mutual consent, in writing, from both Parties.

26.0 Compliance with Law.

SchoolsFirst FCU shall at all times comply with all requirements, laws, rules, regulations and ordinances applicable to the operation of the ATMs in the Facilities and shall not conduct or permit to be conducted any unlawful business in the Facilities nor shall SchoolsFirst FCU use the ATMs or exercise its rights hereunder for any unlawful business or purpose. The Parties agree that if any ATMs must be made inoperable because of legislative, judicial or administrative law, rule or order or other governmental action which, in the reasonable opinion of SchoolsFirst FCU or Customer makes this Agreement illegal or creates a reasonable doubt of the legality of this Agreement or the placement and operation of the ATMs hereunder, or makes the continued operations of the ATMs unprofitable or undesirable, either Party may, upon thirty (30) days' prior written notice to the other Party, terminate this Agreement as to the Facilities affected by such laws.

27.0 Facility Closing.

SchoolsFirst FCU expressly acknowledges and agrees that notwithstanding anything to the contrary in this Agreement, Customer shall have the right, at any time, to temporarily or permanently close any of the Facilities (and discontinue Customer's business in the Facilities), for any reason whatsoever in its sole and absolute discretion, without liability or further obligation to SchoolsFirst FCU. Customer agrees to give SchoolsFirst FCU thirty (30) days' prior written notice of such closure ("Closure Notice"). The Closure Notice shall specify whether the Facility closure is anticipated to be temporary (which for purposes of this Agreement is less than three (3) months) or permanent (which for the purpose of this Agreement is three (3) months or more); however, SchoolsFirst FCU acknowledges and agrees that, notwithstanding a statement by Customer that the Facility closure is temporary, Customer shall have the right at any time to notify SchoolsFirst FCU that such closure is permanent. If the Facility closure is permanent, this Agreement shall terminate as to the closed Facility as of the date of cessation of Customer's business therein. If the Facility closure is temporary, this Agreement shall continue in full force and effect except that any applicable License Fees due hereunder shall abate during the period of Facility closure and SchoolsFirst FCU shall, during the period of Facility closure, be relieved from obligation to operate the ATM in the Facility.

28.0 Force Majeure.

The Parties shall be excused from the performance of any obligation imposed herein for any period and to the extent that a Party is prevented from performing such obligation, in whole or in part, as a result of delays caused by the other Party or third parties, an act of God, fire, strike, loss of transportation, facilities lockout, or commandeering of materials, products, plants, or facilities by the Government, war, civil disturbance, court order, or other cause (other than financial) beyond its reasonable control, including failures of fluctuations in electrical power, heat, light, air-conditioning, or telecommunications equipment, and such performance will not be a default hereunder or a ground for termination of this Agreement.

29.0 Modification.

Except as specifically provided herein, this Agreement may not be modified without the prior written consent of both Parties.

30.0 Severability.

The invalidation of any of the covenants, conditions, restrictions or other provisions contained herein, or of the application thereof to any person or entity by judgment or court order, shall in no way affect any of the other covenants, conditions, restrictions or other provision hereof, or the application thereof to any other person or entity, and those covenants, conditions, restrictions or provisions not invalidated shall remain in full force and effect.

31.0 Confidentiality.

31.1 Confidential Information shall mean nonpublic information that a party designates as being confidential or which, under the circumstances surrounding disclosure ought to be treated as confidential. "Confidential Information" includes, without limitation, (i) any trade secrets relating to either party's product plans, research and development, or know-how; (ii) any information that the disclosing parties identify as being proprietary and/or confidential; "Confidential Information" shall not include information that: (i) is or becomes generally known or available by publication, commercial use or otherwise through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party; (iv) is lawfully obtained from a third party that has the right to make such disclosure; (v) is made generally available by the disclosing party without restriction or disclosure or (vi) any documents or information disclosed by Customer pursuant to the California Public Records Act or the Brown Act.

31.2 Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information, but in no event shall either party use less than reasonable care in protecting the other's Confidential Information. Neither party will use the other's Confidential Information for the purposes other than those contemplated by this Agreement, or disclose such information to any third parties, except in furtherance of the purposes of this Agreement, or as otherwise required or permitted by law. Each party shall limit access by its employees and agents to the other party's Confidential Information to only those who require such access on performing their duties hereunder, and shall further restrict such access to only such of the Confidential Information as may be required by such persons to perform such duties. Except as expressly provided in this Agreement, no ownership or license rights is granted in any Confidential Information.

32.0 **Warranties of Authority.**

Customer and SchoolsFirst FCU each warrant and represent to the other that the execution and delivery of this Agreement and any related documents and the performance of the provisions hereof have been duly authorized by all necessary corporate action on its part, and that this Agreement has been duly and validly executed and delivered by it and constitutes a valid and legally binding agreement, enforceable against it in accordance with its terms.

33.0 **Facility Operations.**

No provision of this Agreement shall be interpreted to restrict or prevent Customer from opening, closing, selling, purchasing, remodeling, rearranging or taking any other action with respect to the ownership or operation of its Facilities and SchoolsFirst FCU expressly acknowledges and agrees that this Agreement is subject to Customer's right to engage in the same.

34.0 **Entire Agreement.**

This Agreement contains the entire agreement between Customer and SchoolsFirst FCU regarding the services and any agreement hereafter made shall be ineffective to modify this Agreement in whole or in part unless such agreement is embodied in an amendment to this Agreement which has been signed by both Parties. This Agreement supercedes all prior negotiations, understandings, representations, and Agreements.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

Coast Community College District

Signature

Jerry Patterson

Print Name

Board President

Title

Date

SchoolsFirst Federal Credit Union

Signature

Jose Lara

Print Name

SVP, Automation and Business Services

Title

Date

Exhibit A

ATM Site Locations

Location Name	Location Address	Location City	Location State	Location Zip Code
Golden West College	15744 Goldenwest St	Huntington Beach	CA	92647

Coast Community College District

CHANGE ORDER
No. 07B

TITLE: 07: DMA Greencare
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Kristyn L. McDonnell
DMA Greencare Contracting Inc.
3000 East Coronado
Anaheim, CA 92806
Phone: 714-630-9470 Fax: 714-630-9471

DATE: 5/6/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316529
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 \$7,412.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$7,412.00

Unit Cost: \$7,412.00
Unit Tax: \$0.00
Total: \$7,412.00

The Original Contract Sum was	\$254,849.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$254,849.00
The Contract Sum Will be Increased	\$7,412.00
The New Contract Sum Including This Change Order	\$262,261.00
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.

DMA Greencare Contracting Inc.

Coast Community College District

LPA

By: _____

By: _____

By: _____

Kristyn L. McDonnell

Pres. Governing Board

Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

Attachment 17

Coast Community College District

CHANGE ORDER**No. 07E****TITLE:** 07: ACSS**DATE:** 5/6/2011**PROJECT:** OCC Consumr Hlth & Lab Science Bldng**CCCD PROJ NO:** 12020-964

TO: Attn: Craig Charnesky
ACSS (Steel)
353 Risco Circle
Beaumont, CA 92223
Phone: 951-769-5700 Fax: 951-769-5701

CONTRACT NO: PO316476**DSA NO:****ARCH PROJ NO:****GC PROJ NO:****CHANGES TO CONTRACT**

00001 Final Contract Closeout

(\$29,788.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	Final Contract Closeout	(\$29,788.00)

Unit Cost: (\$29,788.00)**Unit Tax:** \$0.00**Total:** (\$29,788.00)

The Original Contract Sum was	\$3,360,378.00
Net Change by Previously Authorized Requests and Changes	\$164,019.00
The Contract Sum Prior to This Change Order was	\$3,524,397.00
The Contract Sum Will be Decreased	(\$29,788.00)
The New Contract Sum Including This Change Order	\$3,494,609.00
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.

ACSS (Steel)

Coast Community College District

LPA

By: _____
Craig Charnesky

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. 07F

TITLE: 07: ISEC

DATE: 5/10/2011

PROJECT: OCC Consumr Hlth & Lab Science Bldng

CCCD PROJ NO: 12020-964

TO: Attn: Gregory E. Timmerman
ISEC (Lab Casework)
6161 Chip Ave.
Cypress, CA 90630
Phone: 714-252-8202

CONTRACT NO: PO316515

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$36,247.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$36,247.00

Unit Cost: \$36,247.00

Unit Tax: \$0.00

Total: \$36,247.00

The Original Contract Sum was	\$1,395,402.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$1,395,402.00
The Contract Sum Will be Increased	\$36,247.00
The New Contract Sum Including This Change Order	\$1,431,649.00
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.

ISEC (Lab Casework)

Coast Community College District

LPA

By: _____
Gregory E. Timmerman

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. 07I

TITLE: 07: Heinaman Contract Glazing
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Ahmed Khalil
Heinaman Contract Glazing
26981 Vista terrace Drive
Suite E
Lake Forest, CA 92630
Phone: 949-309-3840 Fax: 949-309-3863

DATE: 5/6/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316503
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

(\$87,897.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	(\$87,897.00)

Unit Cost: (\$87,897.00)

Unit Tax: \$0.00

Total: (\$87,897.00)

The Original Contract Sum was	\$2,380,780.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$2,380,780.00
The Contract Sum Will be Decreased	(\$87,897.00)
The New Contract Sum Including This Change Order	\$2,292,883.00
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.

Heinaman Contract Glazing

Coast Community College District

LPA

By: _____
Ahmed Khalil

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. 07J

TITLE: 07: Richard and Richard
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Scott Mortensen
Richard and Richard(Fram/Plast/Door)

DATE: 5/10/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316528
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Change Order Reconciliation through May 2011

\$156,499.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00002	CO Reconciliation thru 5/2011	\$156,499.00

Unit Cost: \$156,499.00
Unit Tax: \$0.00
Total: \$156,499.00

The Original Contract Sum was	\$2,668,000.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$2,668,000.00
The Contract Sum Will be Increased	\$156,499.00
The New Contract Sum Including This Change Order	\$2,824,499.00
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.

Richard and Richard(Fram/Plast/Doo Coast Community College District LPA

By: _____ By: _____ By: _____
Scott Mortensen 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. 07L

TITLE: 07: Elljay Acoustics
PROJECT: OCC Consumr Hlth & Lab Science Bldng
TO: Attn: Paul Matt
Elljay Acoustics (Acoustics Ceiling
511 Cameron St.
Placentia, CA 92870,
Phone: 714-961-1173 Fax: 714-961-1586

DATE: 5/6/2011
CCCD PROJ NO: 12020-964
CONTRACT NO: PO316514
DSA NO:
ARCH PROJ NO:
GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$44,633.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$44,633.00

Unit Cost: \$44,633.00
Unit Tax: \$0.00
Total: \$44,633.00

The Original Contract Sum was	\$454,470.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$454,470.00
The Contract Sum Will be Increased	\$44,633.00
The New Contract Sum Including This Change Order	\$499,103.00
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.

Elljay Acoustics (Acoustics Ceiling	Coast Community College District	LPA
By: _____ Paul Matt	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. 07N

TITLE: 07: Industry Coatings

DATE: 5/6/2011

PROJECT: OCC Consumr Hlth & Lab Science Bldng

CCCD PROJ NO: 12020-964

TO: Attn: Mike Fistes
Industry Coatings (Painting)
1235 W. 23rd Street
Unit #2
San Pedro, CA 90731
Phone: 310-650-7336 Fax: 310-668-7575

CONTRACT NO: PO316496

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

(\$104,843.00)

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	(\$104,843.00)

Unit Cost: (\$104,843.00)

Unit Tax: \$0.00

Total: (\$104,843.00)

The Original Contract Sum was	\$392,945.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$392,945.00
The Contract Sum Will be Decreased	(\$104,843.00)
The New Contract Sum Including This Change Order	\$288,102.00
The Contract Time Will Not Be Changed	
The Date of Substantial Completion as of this Change Order Therefore is ...	

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

Industry Coatings (Painting)

Coast Community College District LPA

By: _____
Mike Fistes

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. 070

TITLE: 07: RVH Constructors

DATE: 5/6/2011

PROJECT: OCC Consumr Hlth & Lab Science Bldng

CCCD PROJ NO: 12020-964

TO: Attn: Rick V. Hansbergen
RVH Constructors(Specialities)
1175 South Grove Avenue
Suite 102
Ontario, CA 91761
Phone: 909-605-1040 Fax: 909-605-1070

CONTRACT NO: PO316501

DSA NO:

ARCH PROJ NO:

GC PROJ NO:

CHANGES TO CONTRACT

00001 Final Contract Closeout

\$14,535.00

COLLECTED CHANGE SOURCE

Type	Number	Title	Cost
COR	00001	Final Contract Closeout	\$14,535.00

Unit Cost: \$14,535.00

Unit Tax: \$0.00

Total: \$14,535.00

The Original Contract Sum was	\$509,800.00
Net Change by Previously Authorized Requests and Changes	\$0.00
The Contract Sum Prior to This Change Order was	\$509,800.00
The Contract Sum Will be Increased	\$14,535.00
The New Contract Sum Including This Change Order	\$524,335.00
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.

RVH Constructors(Specialities)

Coast Community College District

LPA

By: _____
Rick V. Hansbergen

By: _____
Pres. Governing Board

By: _____
Young Min

Date: _____

Date: _____

Date: _____

Construction Manager

Division of State Architect

By: _____

By: _____

Date: _____

Date: _____

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 19th, 2011 and shall expire on December 30th, 2011, 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 \$60,666.67.

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 18th, 2011

EXHIBIT 'A' – CONSULTANT'S PROPOSAL
(As Reviewed, Amended, and Accepted by District)

Coast Community College District Purchase Order # _____

Project # _____

Project: Orange Coast College Baseball Field Restroom Complex

Scope of Services: DSA Inspection Services; Orange Coast College Baseball Field Restroom Complex

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: UCMI, 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 -----

EXHIBIT 'B'
CONSULTANT'S CERTIFICATES OF INSURANCE AND ENDORSEMENTS



SPSA

UCMI, INC

Mr. Jerry Marchbank
Coast Community College District
Director, Facilities and Planning
1370 Adams Avenue
Costa Mesa, CA 92626

05/02/2011

Dear Jerry,

Following please find our fee proposal as per your request to provide Inspection Services for construction of New Baseball Field Restroom Facility at Orange Coast Community College. A lump-sum price is provided to assist for budgetary purposes.

This is based on five month construction duration for a full time Class 2 Project Inspector as required by Division of State Architect.

Cost per year ----- (\$2080 hrs per year X \$ 70.00 per hour) = **\$145,600.00 per year**

Cost per month ----- (\$166,400 per year / 12 month per year) = **\$12,133.33 per month**

Cost for three month ----- (3 month X \$13,866.66 per month) = **\$60,666.67**

Total Estimated Cost for Three Month : \$60,666.67

This estimate is based on one Class 2 Project Inspector working normal eight hours per day, five days a week, and does not include any overtime.

Sincerely yours


Max Tehrani, President

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 19th, 2011 and shall expire on October 31, 2011, 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
Lardera 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 18th, 2011

EXHIBIT 'A' – CONSULTANT'S PROPOSAL

(As Reviewed, Amended, and Accepted by District)

Coast Community College District Purchase Order # _____

Project # _____

Project: Oversight; Orange Coast College Classroom Refurbishment Project

Scope of Services: Project Oversight 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: UCMI, 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 -----

EXHIBIT 'B'



SPSA

UCMI, INC

Mr. Jerry Marchbank
Coast Community College District
Director, Facilities and Planning
1370 Adams Avenue
Costa Mesa, CA 92626

05/02/2011

Dear Jerry,

Following please find our fee proposal as per your request to provide construction observation and reporting for construction of Classroom Refurbishing Project at Orange Coast Community College. A lump-sum price is provided to assist for budgetary purposes. This is based on five month duration starting July 1st to end of November 2011.

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 ----- (5 month X \$13,866.66 per month) = \$69,333.33

* 3 MONTH - \$41,600

Total Estimated Cost for Five Month : \$69,333.33

This proposal includes all services through the end of the project, including the punch list.

The opportunity to provide our services to your district is greatly appreciated as we work towards successful completion of another project.

Sincerely yours


Max Tehrani, President

CONSULTANT'S CERTIFICATES OF INSURANCE AND ENDORSEMENTS

COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Cambridge West Partnership, LLC, ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for Preparation of Final Project Proposals for Orange Coast College and Golden West College Building/Facilities Program Implementation for 2010-2011, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.

2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.

3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.

4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed Thirty Four Thousand Dollars (\$34,000.00. DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation:

2. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about May 19th, 2011. All SERVICES shall be completed by no later than December 30th, 2011 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this

AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director, Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Coast Community College District
Attn: Vice President Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

TO INDEPENDENT CONSULTANT

Cambridge West Partnership, LLC
Attn: Ken Cereghino, Senior Partner
19 Cotton Mountain Road
Wolfeboro, New Hampshire 03894

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

CAMBRIDGE WEST PARTNERSHIP, LLC

President, Board of Trustees
Coast Community College District

Dated: _____

Board Approval: May 18, 2011

Ken Cereghino
Senior Partner
Social Security No. or Federal ID No. _____
Dated: _____

SCOPE OF WORK

2010/2011 FINANCE RESOURCING PROGRAM PREPARATION FOR AND OVERSIGHT OF STATE FUNDING PROPOSALS

Cambridge West Partnership, LLC will provide professional services that will lead to the resubmittal of Final Project Proposals (FPPs) and the submittal of both new and previously submitted Initial Project Proposal (IPPs). Specific to the current budget year 2010/2011, these will include:

A. FPP Resubmittals

Orange Coast College: Language Arts & Social Science Bldg.
Golden West College: Criminal Justice Training Center

Services Provided:

- 1) Update projects to be current with the new Construction Cost Indices (CCI)
- 2) Updating of projects to be current with new Equipment Cost Indices (EPI)
- 3) Update project costs for site development, planning and soft costs
- 4) Update all unit and quantities cost adjustments to justify project costs
- 5) Generate updated state required JCAF 31, 32 and 33 documents
- 6) Update State Administrative Manual narrative
- 7) Prepare updated detailed equipment/furnishing list that justifies the request for Group II funds.
- 8) Recommend the level of District financing support based on analysis of the cap/loads and point system of the State Chancellor's Office.
- 9) Test, qualify and incorporate the FPP into to the *5-Year Construction Plan*.
- 10) Prepare Board of Trustee documents and all other forms of communications required for approval/submittal
- 11) Prepare all hard copy and electronic copies for acceptance approval by State Chancellor's Office – Enter project in State's FUSION program.
- 12) Represent/defend the District and the FPPs on all inquiries made by the State Chancellor's Office

Fees for Services:

	\$12,000 each
<u>sub total</u>	\$24,000

B. New Initial Project Proposals

Coastline Community College: Le Jao Center – Learning Resources
Center and Student Support Area

Services Provided:

- 1) Determine the project scope of work to be completed
- 2) Meet with user-constituency groups
- 3) Define internal space parameters, including room types, room sizes, and room classification by state room codes

- 4) Prepare a project cost estimate
- 5) Generate preliminary JCAF 31, 32 and 33 documents
- 6) Recommend the local funding level based on project points with the State
- 7) Validate capacity load ratio compliances
- 8) Test, qualify and incorporate the IPP into to the *5-Year Construction Plan*
- 9) Prepare all hard copy and electronic copies for acceptance approval by State Chancellor's Office
- 10) File project in State's FUSION program with completed electronic form
- 11) Represent/defend the District on all inquiries made by the State Chancellor's Office.

Fees for Services:		\$10,000
	<u>sub total</u>	\$10,000

C. Initial Project Proposal Resubmittals (Rollovers)

- | | |
|-----------------------|-----------------------------------|
| Orange Coast College: | 1. Maritime Academy |
| Orange Coast College: | 2. Chemistry Renovation/Expansion |
| Golden West College: | 3. Language Arts Complex |

Services Provided:

- 1) Monitor inclusion of previously submitted IPPs
- 2) Validate capacity load ratio compliances
- 3) Test, qualify and incorporate the IPP into to the *5-Year Construction Plan*
- 4) Represent/defend the District on all inquiries made by the State Chancellor's Office.

Fees for Services:		No Fee
	<u>sub total</u>	\$00.00

Fees for Services:	<u>Total</u>	\$34,000
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COAST COMMUNITY COLLEGE DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT (SHORT FORM)

This INDEPENDENT CONTRACTOR AGREEMENT ("AGREEMENT") between COAST COMMUNITY COLLEGE DISTRICT, a public educational agency ("DISTRICT") and Cambridge West Partnership, LLC ("INDEPENDENT CONTRACTOR") shall be effective upon the execution date of INDEPENDENT CONTRACTOR and DISTRICT, whichever shall later occur. DISTRICT and INDEPENDENT CONTRACTOR are referred to herein individually as "PARTY" and collectively as "PARTIES."

WHEREAS, DISTRICT desires to obtain special services for Orange Coast College, Golden West College and Coastline College State Reporting/Long Range Planning for 2011-2012, and as further described in "Attachment 1" attached hereto. The services listed here and in Attachment 1 are referred to herein as "SERVICES."

WHEREAS, INDEPENDENT CONTRACTOR warrants and represents to DISTRICT that INDEPENDENT CONTRACTOR has the experience, expertise and resources to successfully complete the SERVICES required by DISTRICT and will provide these SERVICES timely and in conformance with the laws of the State of California.

NOW, WHEREFORE, the PARTIES agree as follows:

ARTICLE I--INDEPENDENT CONTRACTOR'S SERVICES AND RESPONSIBILITIES.

1. INDEPENDENT CONTRACTOR shall timely and competently provide those SERVICES set forth above and on Attachment No. 1 to this AGREEMENT.
2. INDEPENDENT CONTRACTOR covenants with DISTRICT to furnish the necessary professional skill and judgment in accordance with the level of care and skill exercised by members of the profession or occupation currently practicing under similar conditions and in similar locations. INDEPENDENT CONTRACTOR shall use its best professional efforts to complete the SERVICES in an expeditious and economical manner consistent with the interests and goals of DISTRICT. INDEPENDENT CONTRACTOR agrees it shall take all special precautions necessary to protect the INDEPENDENT CONTRACTOR'S employees, DISTRICT'S employees, and members of the public from risk of harm arising out the nature of the work.
3. INDEPENDENT CONTRACTOR shall hold and maintain during the performance of these AGREEMENT any and all applicable licenses, permits and/or certificates necessary for performance of SERVICES under the AGREEMENT and comply with all applicable federal, state and local laws, statutes, regulations, rules and ordinances, as well as DISTRICT policies and procedures in the performance of SERVICES under this AGREEMENT.
4. INDEPENDENT CONTRACTOR shall fully complete the Internal Revenue Service W-9 Form or other required reporting form. This form shall be attached to this AGREEMENT as "Attachment 2".

5. INDEPENDENT CONTRACTOR consents to use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

6. The SERVICES performed hereunder are work made for hire and DISTRICT shall own, in perpetuity and worldwide, all rights to and flowing from the work, including any work product, performed under this AGREEMENT. INDEPENDENT CONTRACTOR assigns to DISTRICT any and all rights INDEPENDENT CONTRACTOR could have, may have, or does have, in the work and/or the work product performed under this AGREEMENT, and DISTRICT shall have all right, title, and interest in said matters, including the right to secure and maintain the copyright, trademark, and/or patent of said matters in the name of the DISTRICT. INDEPENDENT CONTRACTOR consents to the use of INDEPENDENT CONTRACTOR'S name in conjunction with the sale, use, performance, and distribution of said matters, for any purpose and in any medium. [Initial if applicable ()].

ARTICLE II COMPENSATION

1. DISTRICT agrees to pay the INDEPENDENT CONTRACTOR for SERVICES satisfactorily rendered pursuant to this AGREEMENT a total fee not to exceed

2. Forty Nine Thousand Dollars (\$49,000.00). DISTRICT shall pay INDEPENDENT CONTRACTOR pursuant to the following schedule or basis of compensation: In an Amount INDEPENDENT CONTRACTOR Bills by invoice and as approved by DISTRICT. _____.

3. DISTRICT shall not be liable to INDEPENDENT CONTRACTOR for any costs or expenses paid or incurred by INDEPENDENT CONTRACTOR in performing SERVICES for DISTRICT, except as follows:

_____.

ARTICLE III TERM, TERMINATION

1. This AGREEMENT shall commence on the effective date with INDEPENDENT CONTRACTOR'S SERVICES to commence on or about May 18, 2011. All SERVICES shall be completed by no later than June 30th, 2012 at which time this AGREEMENT shall expire, unless extended or modified by mutual written consent and approval of the DISTRICT'S governing board.

2. DISTRICT may, at any time, with or without reason, terminate this AGREEMENT and compensate INDEPENDENT CONTRACTOR only for SERVICES satisfactorily rendered to the date of termination. Written notice by DISTRICT shall be sufficient to stop further performance of SERVICE by Consultant. Notice shall be deemed given when received by the INDEPENDENT CONTRACTOR or no later than three days after the day of mailing, whichever occurs first.

3. Upon termination of this AGREEMENT for any reason (other than full and satisfactory completion of INDEPENDENT CONTRACTOR'S SERVICES hereunder) INDEPENDENT CONTRACTOR shall not be entitled to any unearned fees or costs and shall be liable for damages suffered by DISTRICT due to INDEPENDENT CONTRACTOR'S failure to perform pursuant to this

AGREEMENT. Upon such termination, DISTRICT shall have no continuing obligation to make any payments to INDEPENDENT CONTRACTOR under this AGREEMENT.

ARTICLE IV INDEMNITY AND INSURANCE

1. INDEPENDENT CONTRACTOR agrees to indemnify and hold harmless DISTRICT, its trustees, officers, agents and employees from and against all damages, liabilities and costs, in law or in equity, including attorneys' fees and costs, and other legal expenses, including litigation expenses, in any way related to any actions or inaction of INDEPENDENT CONTRACTOR or of any Officer, Director, Agent, or Employee of INDEPENDENT CONTRACTOR. INDEPENDENT CONTRACTOR shall indemnify, and hold harmless DISTRICT, its trustees, agents, and employees from and against all loss, cost, expense, royalties, claims for damages or liability, in law or in equity, including, without limitation, attorneys' fees, and other legal expenses, including litigation expenses, that may at any time arise for any infringement (or alleged infringement) of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in any way related to this AGREEMENT.

2. DISTRICT may require INDEPENDENT CONTRACTOR to provide DISTRICT with evidence of Insurance in the form of an Insurance Certificate and an Endorsement, with both documents naming the Coast Community College District, its Board of Trustees, employees and agents as additional insured. The coverage amounts of such insurance, if necessary, are identified as "Attachment 3" and are incorporated as a requirement of this AGREEMENT.

ARTICLE V INDEPENDENT CONTRACTOR

1. INDEPENDENT CONTRACTOR, in the performance of this AGREEMENT, will determine the method, details, and means of performing the SERVICES, and will at INDEPENDENT CONTRACTOR'S own expense, supply all labor, tools, materials, equipment, supplies, and items necessary to perform such SERVICES. INDEPENDENT CONTRACTOR has no authority to bind DISTRICT. INDEPENDENT CONTRACTOR understands and agrees that INDEPENDENT CONTRACTOR and all of INDEPENDENT CONTRACTOR'S employees shall not be considered officers, employees, or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled. INDEPENDENT CONTRACTOR assumes the full responsibility for the acts and/or omissions its employees or agents. INDEPENDENT CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, with respect to INDEPENDENT CONTRACTOR and its employees.

ARTICLE VI MISCELLANEOUS PROVISIONS

1. An inducement to DISTRICT for entering into this AGREEMENT is the professional reputation and competence of INDEPENDENT CONTRACTOR and its employees. Neither this AGREEMENT, nor any interest therein may be assigned by INDEPENDENT CONTRACTOR without the prior written consent of DISTRICT, which consent may be withheld in DISTRICT'S sole discretion.

2. This AGREEMENT represents the entire and integrated AGREEMENT between DISTRICT and INDEPENDENT CONTRACTOR and supersedes all prior negotiations, representations, or agreements, either written or oral. This AGREEMENT may be amended only by written instrument signed by both DISTRICT and INDEPENDENT CONTRACTOR.

3. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against DISTRICT.

4. Time is of the essence for this AGREEMENT.

5. DISTRICT shall not be liable for any special, indirect, exemplary, punitive, consequential, or incidental damages, including, without limitation, lost revenues, anticipated revenues, or profits relating to the same arising from any claim relating directly or indirectly to this AGREEMENT whether a claim for such damages is based on warranty, contract, or tort even if the PARTIES are advised of the likelihood or possibility of the same.

6. INDEPENDENT CONTRACTOR, if an employee of another public agency, agrees that INDEPENDENT CONTRACTOR will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this AGREEMENT.

7. The failure of DISTRICT or INDEPENDENT CONTRACTOR to seek redress for violation of, or to insist upon, the strict performance of any term or condition of this AGREEMENT shall not be deemed a waiver by that PARTY of such term or condition, or prevent a subsequent similar act from again constituting a violation of such term or condition.

8. In the event of any dispute, arbitration, or litigation between the PARTIES arising out of or relating in any manner to this AGREEMENT including the necessity of either PARTY to defend any action which has been covered hereby or to prosecute any action to enforce this AGREEMENT, the losing PARTY shall pay all reasonable costs and expenses including reasonable attorneys' fees of the prevailing PARTY and any judgment, decision, or award rendered against either of the PARTIES may specifically include such reasonable costs, expenses, and attorneys' fees of the prevailing PARTY.

9. Any notice or communication required or permitted to be given hereunder or by law shall be in writing and served personally, delivered by courier, or sent by United States certified mail, postage prepaid with return receipt requested, addressed to the other PARTY as follows:

TO DISTRICT:

Coast Community College District
Attn: Vice President Administrative Services
1370 Adam Avenue
Costa Mesa, Ca. 92626

TO INDEPENDENT CONSULTANT

Cambridge West Partnership, LLC
Attn: Ken Cereghino, Senior Partner
19 Cotton Mountain Road
Wolfeboro, New Hampshire 03894

Copy to:

Coast Community College DISTRICT
Attn: Vice Chancellor Administrative Services
1370 Adams Avenue
Costa Mesa, CA 92626

Any such notices personally served or delivered by currier shall be effective when received. All notices sent by certified mail shall be effective forty-eight hours after being deposited in the U.S. mail. Each PARTY shall make a reasonable, good faith effort to ensure that it will accept or receive notices that are given in accordance with this paragraph. A PARTY may change its address for purposes of this paragraph by giving the other PARTY written notice of a new address in the manner set forth above.

IN WITNESS WHEREOF, DISTRICT and INDEPENDENT CONTRACTOR have executed this AGREEMENT as of the date of execution by the District below.

DISTRICT

INDEPENDENT CONTRACTOR

President, Board of Trustees
Coast Community College District

Dated: _____

Ken Cereghino
Senior Partner
Social Security No.or Federal ID No. _____
Dated: _____

Board Approval: May 18th, 2011

PROPOSAL FOR SERVICES ACADEMIC YEAR 2011/2012

CAP/LOAD MANAGEMENT AND FINANCE RESOURCING PROGRAM

Services provided to Coast Community College District by Cambridge West Partnership, LLC for the academic-year 2011/2012 will consist of two components:

- Component A: Management of the Capacity/Load Ratios (including the formulation and management of the required state reporting documents of the *Five-Year Construction Plan (5YCP)* and *Report 17, ASF/OGSF Summary and Capacities Summary*)
- Component B: Finance Resourcing (securing State financial support for the District's capital construction projects)

Component A Management of the Capacity/Load Ratios: The scope of work to be performed will include:

1. Formulation and management of the 5-Year (Capital) Construction Plan (5YCP) over the 12 month academic year to insure that projects in the funding queue of the State are shepherded forward, that cap/load parameters are maintained, that distributions and allocations for WSCH, day-graded enrollments, and full time equivalent faculty (FTEF) are favorably distributed to the three colleges of the District.
 - a) As required, on-campus and off-campus meetings with user groups, administrative staff, project management consultants, and architects on matters relating to the 5YCP
 - b) Update of active (existing) projects at the three colleges of the District to reflect current project viability, changes of scope, changes to secondary ASF, changes to cost, changes in timelines for completion
 - c) Editing of all project narratives and descriptions as required to reflect changing conditions
 - d) Creation of project scopes of work, impact on secondary ASF, cost, timelines for completion scenarios for all new projects at the three colleges of the District.
 - e) Assess/adjust as required the impact of each project on the cap/loads of each college and on the District overall
 - f) Reflect the District's future needs for space in the most favorable light possible
 - g) Favorably position the District/Colleges in the state's funding program
 - h) Prepare required Board of Trustee documents and all other forms of communications required for approval/submittal of the 5YCP
 - i) Physically and electronically generate the 5YCP document on behalf of the District and submit to the State Chancellor's Office
 - j) Represent the District/College on all inquiries, changes, challenges and questions of the 5YCP that are made by the State Chancellor's Office

2. Formulation and management of the Report 17 document over the 12 month academic year to insure that cap/load parameters are maintained, that new space does not limit or negatively impact the District/Colleges' ability to qualify for state funding support, that room codes balance and justify the need for space. Provide services and conduct activities that support the development and submittal of Report 17 for the District, Coastline Community College, Golden West College and Orange Coast College.
 - a) Meet with user groups, academic administrative staff, and project management teams relative to changes in room use or physical building changes that have occurred over the past academic year
 - b) Conduct room assessments and define room codes for all new buildings that are brought on-line
 - c) Conduct a detailed analysis and make appropriate changes in room codes for existing space
 - d) Assess and mitigate impacts that negatively affect the cap loads of the District and the colleges (via addition of buildings or the changes in room coding)
 - e) Favorably reflect the District's/College's future need for space via the Report 17 document
 - f) Favorably position the District in the state's funding program via the Report 17 document
 - g) Physically and electronically generate the required Report 17 document on behalf of the District and submit to the State Chancellor's Office
 - h) Represent the District/Colleges on all inquiries, changes, challenges and questions made by the State Chancellor's Office

Fees for Services Component A:

\$49,000

Component B Finance Resourcing: Pursue and secure funding for the District' capital construction program via the state's Capital Outlay Budget Program.

1. Preparation of all Final Project Proposals (FPPs) and Initial Project Proposal (IPPs) for the District for the funding cycle available in year 2011/2012. Qualifying the District's projects for state funding.

Note: Services and activities supporting Component B for the 2011/2012 academic year will be determined after January 2012, when funding opportunities from the state are more fully disclosed. Fees for services will be based on the following schedule:

- New Final Project Proposals: \$80,000 each
- Resubmitted Final Project Proposals: \$12,000 each
- New Initial Project Proposals : \$10,000 each
- Resubmitted Initial Project Proposals: \$3,000 each

Fees for Services Component B:

To Be Determined

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
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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, March 25, 2013 – Sunday, March 31, 2013
Spring Recess (holidays)	Monday, April 1, 2013
Classes Resume	Saturday, May 25, 2013
Last Day of Semester	Monday, May 27, 2013
Memorial Day (holiday)	
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
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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 # 11-18

A Resolution of the Board of Trustees of the Coast Community College District Authorizing Payment to Trustee Absent from Board Meeting

WHEREAS, California Education Code Section 72024(d) provides that “a member (of the Board of Trustees) may be paid for any meeting when absent if the Board by Resolution duly adopted and included in its minutes finds that at the time of the meeting he or she is performing services outside the meeting for the community college district, he or she was ill or on jury duty, or the absence was due to a hardship deemed acceptable by the Board”; and

WHEREAS, on May 4, 2011 the Board of Trustees of the Coast Community College District held a Regular Board meeting; and

WHEREAS, Trustee Mary Hornbuckle was not present at the Board meeting; and

WHEREAS, the Board has determined that Trustee Hornbuckle’s absence was due to illness;

NOW, THEREFORE, BE IT RESOLVED, that Trustee Hornbuckle shall be paid at the regular rate of compensation for the Regular Board meeting on May 4, 2011.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 18, 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 # 11-19
A Resolution of the Board of Trustees of the
Coast Community College District
Adoption of Resolution of January to March 2011 Budget Transfers

WHEREAS, the California Code of Regulations (Title V) Section 58307, requires the Board of Trustees to approve, by a majority vote, all transfers of funds between expenditure classifications.

NOW, THEREFORE, BE IT RESOLVED, that the following budget transfers be made.
 Note: There are a total of 508 transfers for January through March 2011, 197 of which are restricted.

From:

To:

General Fund 11

1000	Certificated Salaries	1,011	4000	Supplies	420,236
2000	Classified Salaries	77,151	6000	Capital Outlay	229,977
3000	Employee Benefits	101,603			
5000	Services	42,656			
7000	Other Outgo	427,792			
	Total Revenue	650,213		Total Expenses	650,213

Child Development Fund 33

8100	Federal Revenue	183,090	8600	State Revenue	183,090
	Total Revenue	183,090		Total Expenses	183,090

Capital Outlay Fund 41

6000	Capital Outlay	7,806	4000	Supplies	750
			5000	Services	7,056
	Total Revenue	7,806		Total Expenses	7,806

GO Bond Fund 42

6000	Capital Outlay	876,758	4000	Supplies	543,166
			5000	Services	333,592
	Total Revenue	876,758		Total Expenses	876,758

Non-Restricted Reimbursable Fund 81

3000	Employee Benefits	20,000	2000	Classified Salaries	20,000
	Total Revenue	20,000		Total Expenses	20,000

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 18, 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 # 11-20
A Resolution of the Board of Trustees of the
Coast Community College District
To Increase Income and Expenditure Budget for 2010-2011

On September 15, 2010, the Coast Community College District Board of Trustees approved the 2010-2011 budget. Some programs were not known about at the time of adoption of the district budget. As of March, district administration is projecting to have a program budget increase of \$7,629,712 during 2010-2011. As this was not included in the 2010-2011 Adopted Budget, it is necessary to adopt a resolution to increase income and expenditure for 2010-2011.

After review by the Vice Chancellor, Administrative Services, it is recommended by the Chancellor that the following resolution be adopted:

WHEREAS, the governing Board of the Coast Community College District has determined that income in the amount of \$7,629,712 will be received during 2010-2011 for various programs.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to Section 58308 of Title 5 of California, revenues and expenditures will be increased according to the following schedule:

General Fund

8100	Federal Revenue	938,747 + (1)	1000	Certificated Salaries	371,235 +
8600	State Revenue	9,216,192 + (2)	2000	Classified Salaries	436,480 +
8800	Local Revenue	2,525,227 - (3)	3000	Employee Benefits	166,226 +
			4000	Supplies	33,058 +
			5000	Services	2,477,813 +
			7000	Other Outgo	4,144,900 +
Total Revenue			7,629,712 +	Total Expenses	7,629,712 +

(1)	Establish budget for WIA SCSEP	34,991 +
	Establish budget for WIA DPN WPA Assistive	10,980 +
	Establish budget for WIA New Start Prison to Work	3,885 +
	Increase WIA Dislocated Worker budget per award	563,306 +
	Increase WIA Disadvantaged Adult budget per award	265,085 +
	Increase WIA Rapid Response budget per award	60,500 +
(2)	Increase DSPS budget per allocation	188,093 +
	Increase PT Faculty Parity budget per allocation	299,184 +
	Increase SFA BFAP budget per allocation	2,500 +
	Increase Basic Skills budget per allocation	207,415 +
	Establish budget for Hazard Mitigation grant	75,000 +
	Establish budget for Statewide Evaluation grant	1,600,000 +
	Increase State Apportionment per P1 report	6,150,000 +
	Increase Mandated Cost Reimb budget per P1 report	635,000 +
	Increase 2% Enrollment Fee Revenue budget per allocation	59,000 +
(3)	Establish budget for CA Works Alliance SMCC	146,990 +
	Establish budget for Tutoring at GWC	27,783 +
	Reduce Property Tax budget per county estimates	1,500,000 -
	Reduce Enrollment Fee Revenue estimate	1,200,000 -

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 18, 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 # 11-21

A Resolution of the Board of Trustees of the Coast Community College District For Layoff Due to Lack of Funds: One-Stop Center Coastline Community College

Based on the reduction in categorical funding, the One-Stop Center, Coastline Community College does not have the funding level necessary to support one classified position. After review by the College President, the Vice Chancellor of Human Resources, and the Chancellor, it is recommended that the following Resolution be adopted by the Governing Board of the Coast Community College District regarding the layoff of one classified employee in; the following classification: Corporate Relations Executive - One-Stop Center, due to lack of funds. The district should also be provided direction to notify the affected employee of layoff to be effective July 4, 2011.

WHEREAS, the Board of Trustees of the Coast Community College District has determined in evaluating anticipated income and expenditures for the 2011-2012 school year that the best interests of this college district would be served by the elimination of services being provided in the One-Stop Center at Coastline Community College. Based upon such elimination of services, one classified position will accordingly be subject to layoff for lack of work and/or lack of funds within the meaning of Education Code Section 88127;

WHEREAS, as a separate and independent cause for layoff, it is the determination of this Board of Trustees in analyzing and balancing educational priorities, to eliminate the services being performed by said classified position shall be subject to layoff for lack of work and/or lack of funds within the meaning of Education Code sections 88017 and 88127;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Coast Community College District hereby determines that the following classified positions be abolished or reduced for lack of funds:

Eliminate one (1) Corporate Relations Executive E-56

BE IT FURTHER RESOLVED by the Board of Trustees as follows:

1. That due to a lack of funds, the classified employees and the amount of service rendered shall be reduced by layoff as specified above, pursuant to Education Code section 88127 and provisions of the classified collective bargaining agreement.

2. That the Vice-Chancellor, Human Resources, or designee, is hereby authorized to give notice of layoff to the affected classified employees pursuant to the requirements of law.

3. That said layoff shall become effective on July 4, 2011, subject to negotiations to the extent required by law.

4. That employee laid off pursuant to this Resolution shall be eligible for reemployment pursuant to Education Code section 88117.

I, Christian Teeter, Secretary of the Board of Trustees of Coast Community College District hereby certify that on May 18, 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
RESOLUTION NO. 11-22**

**A RESOLUTION AUTHORIZING THE EXECUTION AND
DELIVERY OF LEGAL DOCUMENTS IN CONNECTION WITH A
LEASE-PURCHASE FINANCING**

WHEREAS, Coast Community College District (the "District") desires to finance certain capital improvements of the District known as the Newport Beach Learning Center (the "Project") and other costs as permitted by the Marks-Roos Local Bond Pooling Act of 1985, constituting Article 4, Chapter 5, Division 7, Title 1 (commencing with Section 6584) of the California Government Code, as amended (the "Act"), to be more particularly described in that certain Lease/Purchase Agreement, dated as of June 1, 2011 (the "Lease"), by and between the District and the California Community College Financing Authority (the "Authority"); and

WHEREAS, the District has determined that it is in the best interest of the District to utilize the Authority for the purpose of financing the Project through the sale by the Authority of its Lease Revenue Bonds, Series 2011A (the "Bonds") for the benefit of the District; and

WHEREAS, the proceeds from the sale of the Bonds will be applied to the financing of the Project, to fund a Reserve Fund with respect to the Lease, and to pay certain of the costs incurred in connection with the execution and delivery of the Lease and the costs of issuance the Bonds allocable to the District; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to consummate such transactions for the purpose, in the manner and upon the terms herein provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Coast Community College District (the "Board") as follows:

1. **Site Lease.** The proposed Site Lease (including all Exhibits thereto), dated as of June 1, 2011, between the District and the Authority, on file with the Secretary or Clerk of the Board, and included in the Board's agenda package, is hereby approved. The President of the Board, the Chancellor of the District, the Vice Chancellor, Finance & Administrative Services of the District, the Administrative Director, Fiscal Affairs, and any designee thereof (each, an "Authorized Officer"), each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute, deliver and record the Site Lease in substantially said form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

2. **Lease/Purchase Agreement.** The proposed Lease/Purchase Agreement (collectively, the "Lease") (including all Exhibits thereto), dated as of June 1, 2011, between the District and the Authority, on file with the Secretary or Clerk of the Board, are hereby approved. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on

behalf of the District, to execute, deliver and record the Lease in substantially said form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, so long as (i) the principal amount of the Lease does not exceed \$25,000,000; (ii) the net interest cost of the Lease does not exceed maximum allowable by law; and (iii) the term of the Lease does not exceed 35 years. The payment dates, interest components, terms of prepayment and other terms of the Lease Payments shall be as provided in the Lease, as finally executed.

3. **Sale of Bonds by Authority.** The District is hereby authorized to participate in the sale of the Bonds at a public offering, in one or more series of taxable or tax-exempt bonds. The proposed form of Purchase Contract between the Authority and RBC Capital Markets, LLC, as underwriter therefor (the "Underwriter"), and accepted and acknowledged by the District, on file with the Secretary or Clerk of the Board, is hereby approved, and the Authorized Officers, each alone, are hereby authorized to execute and deliver the Purchase Contract in substantially said form, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same may approve, such approval to be conclusively evidenced by the execution and delivery thereof, so long as the terms thereof satisfy the conditions of Section 2 hereof and the Underwriter's discount does not exceed seven tenths of one percent (0.7%) of the principal amount of the Bonds, exclusive of original issue discount.

4. **Preliminary Official Statement.** The Preliminary Official Statement relating to the Bonds, substantially in the form on file with the Secretary or Clerk of the Board is hereby approved and the Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deliver such Preliminary Official Statement to Underwriter to be used in connection with the offering and sale of the Bonds. The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to deem the Preliminary Official Statement "final" pursuant to Rule 15c2-12 of the Securities Exchange Act of 1934, prior to its distribution and to execute and deliver to the Underwriter a final Official Statement, substantially in the form of the Preliminary Official Statement, with such changes therein, deletions therefrom and modifications thereto as the Authorized Officer executing the same shall approve. The District and the Underwriter are hereby authorized to distribute copies of the Preliminary Official Statement to persons who may be interested in the purchase of the Bonds and are directed to deliver copies of any final Official Statement to the purchasers of the Bonds. Execution of the Official Statement shall conclusively evidence the District's approval of the Official Statement.

5. **Continuing Disclosure.** The Authorized Officers, each alone, are hereby authorized and directed, for and in the name and on behalf of the District, to execute, acknowledge and deliver to the Trustee a Continuing Disclosure Certificate for the Bonds, substantially in form attached to the Preliminary Official Statement, with such changes therein as such officer or person or persons may require or approve, such approval to be conclusively evidenced by the execution and delivery thereof.

6. **Other Actions; Appointment of Professionals.**

a. The Authorized Officers are hereby authorized and directed to execute such letters, certificates, agreements, papers or instruments and to take such other steps and do such acts and things as in their judgment may be necessary, appropriate or desirable in order to carry out the terms and provisions of the Lease, the Site Lease, Purchase Contract and the Official Statement and

to consummate the transactions herein and therein contemplated, including the purchase of a policy of insurance on the Bonds.

b. All of the acts taken by the Authorized Officers, and other officers of the District, which have been undertaken to date or which shall be undertaken with respect to the planning, negotiation, authorization, approval or implementation of the financing are hereby ratified, confirmed and approved in all respects.

c. The Board hereby approves the appointment of Stradling Yocca Carlson & Rauth, a Professional Corporation, as Bond Counsel and Disclosure Counsel, and RBC Capital Markets, LLC, as Underwriter, with respect to the issuance of the Bonds and agrees to pay the fees thereof so long as such fees are contingent on the sale and delivery of the Bonds.

7. **Recitals.** The recitals and findings set forth in this resolution are hereby approved and confirmed.

8. **Effect.** This resolution shall take effect immediately upon its passage.

ADOPTED, SIGNED AND APPROVED this 18th day of May, 2011, by the Board of Trustees of the Coast Community College District, by the following vote:

AYES:	MEMBERS: _____
NOES:	MEMBERS: _____
ABSENT:	MEMBERS: _____
ABSTENTIONS:	MEMBERS: _____

This is to certify that this is a true and correct copy of the resolution as adopted and approved at a regular meeting of the Board of Trustees of the Coast Community College District.

President of the Board of Trustees

ATTEST:

Secretary of the Board of Trustees

SECRETARY'S CERTIFICATE

I, _____, Secretary of the Board of Trustees, certify that the foregoing resolution was adopted by the Board of Trustees of the Coast Community College District, at a meeting held on the 18th day of May, 2011.

Dated: May __, 2011

COAST COMMUNITY COLLEGE DISTRICT

By: _____
Secretary of the Board of Trustees

**Coast Community College District
Voluntary Separation Program - Option C (VSP-C)**

VSP-C Highlights

- This program is available to all regular, fully-benefited CCCD non-management classified and confidential employees (75-100% of full-time employment) with five years of service in good-standing with the District. At this time, CCCD faculty, management, and executive management are not eligible to participate.
- In order to participate in VSP – C, employees who are eligible shall provide an Irrevocable Letter of Resignation or Retirement between **May 19, 2011 and Friday, June 3, 2011** inclusive, specifying their intent to resign and/or retire from the District.
- This Irrevocable Letter of Resignation or Retirement will include the specific date of resignation or retirement, which must be effective on or before **December 31, 2011**. The irrevocable letter must be submitted to the Vice Chancellor of Human Resources ***in person, via District mail, or fax, and be received in the Office of Human Resources*** in the specified window period above. (A template for the Irrevocable Letter of Resignation or Retirement is attached.)
- Participants who choose to retire under VSP-C will receive District retiree benefits, as specified under the current CFCE collective bargaining agreement or Board Policy, if they meet the following criteria by the effective date of retirement: are at least 55 years of age and have at least 10 years of service with the District.
- If the Irrevocable Letter of Resignation or Retirement is not received by **5 p.m., Friday, June 3, 2011**, the employee will no longer be eligible for the VSP-C
- Full-time employees participating in this program will be paid \$10,000, after resignation or retirement from the District. (Note: The \$10,000 will be prorated for fully-benefitted employees who are between 75% and 100% of full-time employment.)
- Participants will be paid on the 10th of the month during the payroll period following the effective date of resignation or retirement.
- Employees who left the District prior to May 19, 2011, or who participated in VSP-A or VSP-B, are not eligible to participate in the VSP - C.

The offering of VSP-C is contingent upon the Coast Community College District Board of Trustees approval.

**Voluntary Separation Program
VSP Program**

Irrevocable Letter of Resignation/Retirement

(Due No Later Than 5 p.m., Friday, June 3, 2011)

Date: _____

Deborah Hirsh
Vice Chancellor of Human Resources
Coast Community College District
Department of Human Resources

Dear Ms. Hirsh:

I am submitting this Irrevocable Letter of Resignation or Retirement to confirm my decision to
☐ resign/☐ retire (*check applicable*) on or before December 31, 2011, from the Coast Community
College District. My effective date of resignation/retirement is _____ (*provide specific
date*). I also acknowledge my understanding that this notice, once signed, received, and accepted, cannot
be withdrawn or changed.

In taking this step to participate in the **Voluntary Separation Program -Option C**, I further understand
that my payment of _____ will be provided through the payroll system on the 10th of the
month during the payroll period following my effective date of resignation or retirement.

Signed:

(Print Name)

(Print Department and Ext. Number)

(Employee ID Number)

Campus Personnel Verification

(Signature)

(Print Name)

Coast Community College District
BOARD POLICY
Chapter 5a
Certificated Employees Personnel Policies

BP 7837 Faculty/Academic Senate Role in Governance

California state law provides the Academic Senate direct communication with the Board of Trustees on academic and professional matters as defined in section 53200 of Title 5 (i.e., "10 plus 1").

The Board of Trustees and the administration of the Coast Community College District recognizes and respects the Academic Senate(s) of Orange Coast College, Golden West College, and Coastline Community College as the representative of the faculty in making recommendations to the administration of the college and to the governing board of the District with respect to governance bodies of the Colleges representing faculty in the primacy on academic and professional matters (Title 5, 53200[b]). The Coast Community College District is committed to shared governance and views its faculty as a rich professional entity with both knowledge and expertise in developing policy and procedure. The Board views Academic Senate(s) input as essential in the development of its policies dealing with academic and professional matters. Faculty members derive their authority from their expertise as teachers and subject matter specialists and from their status as professionals. Section 4, (R), (3)

The Board of Trustees of the Coast Community College District, or such representatives as it may designate, will rely primarily upon the advice and judgment of the Academic Senate(s) in developing policies involving the following academic and professional matters (numbering sequence parallels Section 53200(c) of Title 5):

1. Curriculum, including establishing prerequisites and placing courses within disciplines
2. Degree and certificate requirements
5. Standards or policies regarding student preparation and success
4. Educational program development
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports
- 2.8. Policies for faculty professional development activities
9. Processes for program review.

On these matters, when the Board elects to rely primarily upon the advice and judgment of the Academic Senate, the recommendation of the Senate will normally be accepted, and only in exceptional circumstances and for compelling reasons will the recommendations not be accepted.

The Board of Trustees of the Coast Community College District, or such representatives

as it may designate, will reach mutual agreement with the representatives to the Academic Senate in developing policies regarding the following academic and professional matters included within the 10 plus 1 (numbering sequence parallels Section 53200(c) of Title 5):

- ~~1. Degree and certificate requirements~~
- ~~2-3. Grading policies~~
- ~~3. Educational program development~~
- ~~4. Standards or policies regarding student preparation and success~~
- ~~5-6. District and College governance structures, as related to faculty roles~~
- ~~6. Faculty roles and involvement in accreditation processes, including self-study and annual reports~~
- ~~7. Processes for program review~~
- ~~8-10. Processes for institutional planning and budget development~~
- +1. Other academic and professional matters as mutually agreed upon.

In instances where the Board of Trustees and the Academic Senate(s) cannot reach mutual agreement, existing policy shall remain in affect effect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the governing board Board of Trustees may act, after a good faith effort to reach agreement, but only for compelling legal, fiscal, or organizational reasons (Title 5, 53203d2 [d][2]).

~~When mutual agreement is not reached on an academic or professional matter, the Academic Senate(s) may place the issue on the Board of Trustee's agenda through the Chancellor's office.~~

~~The Board of Trustees and the Academic Senate(s) shall develop policies on other academic and professional matters as mutually agreed upon between the Board of Trustees and the Academic Senate(s).~~

~~Each campus shall develop procedures whereby the Academic Senate(s) and representatives of the Board of Trustees may address academic and professional matters in an expeditious manner.~~

~~The Board of Trustees and the Academic Senate(s) will review and, if necessary, revise this policy after one (1) year, to wit, October, 1994.~~

An Academic Senate may assume such responsibilities and perform such functions as may be delegated to it by the Board of Trustees or its designee. The appointment of faculty members to serve on college committees shall be made, after consultation with the Chancellor or designee, by the Academic Senate (Title 5, 53203(f)).

Administrative Retreat Rights. The CCCD Board of Trustees, in making its determination, is to rely primarily on the advice and judgment of the Academic Senates

to determine the minimum qualifications of an administrator seeking faculty status. These procedures are to be mutually agreed upon between the Governing Board Board of Trustees and the Academic Senates (California Education Code § 874578 and Board Policy 050-1-16).

Curriculum Committee. The composition of the Curriculum Committee is to be established through mutual agreement between the Academic Senate and management (Title 5 Code of Regulations § 55002(a)(1)).

Equivalencies. Equivalencies to minimum qualifications process, criteria, and standards are to be agreed upon by the Governing Board Board of Trustees or designee and the Academic Senates (California Education Code § 87359).

Faculty Hiring. Faculty hiring criteria, policies, and procedures are to be agreed upon by the Governing Board Board of Trustees or designee and the Academic Senates (California Education Code § 87360).

Adopted May 5, 1993

(Tentative: Adopted May 18, 2011)

Replaces CCCD Policy 060-1-10, Spring 2011

Administrative Procedures

State law provides the Academic Senate direct communication with the Board of Trustees on academic and professional issues. While consulting collegially, the Academic Senate shall retain the right to meet with or appear before the Board of Trustees with respect to its views and recommendations. In addition, after consultation with the administration, the Academic Senate may present its recommendations to the Board of Trustees (Title 5, 53203).

Although the Academic Senates have direct communication may directly communicate with the Board of Trustees, each Academic Senate shall follow its own campus procedures for making recommendations and addressing concerns. Whenever the recommendations and/or issues of concern do not reach satisfactory response or resolution at the campus college level, the Academic Senate may request the consideration, assistance, and leadership of the Chancellor on the matter. If the Chancellor is unable to respond or produce satisfactory results, the Academic Senate may communicate an appeal directly to with the Board of Trustees and may /or appeal express the concern in the form of a resolution. Alternately, when mutual agreement is not reached the Academic Senate and college administration disagree on an academic or professional matter, the Academic Senate(s) may (a) consult with the Chancellor and/or (b) place the issue on the Board of Trustee's agenda through the Chancellor's office.

In instances where the Board of Trustees and the Academic Senate(s) cannot reach mutual agreement, existing policy shall remain in affect effect unless continuing with

~~such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the governing board Board of Trustees may act, after a good faith effort to reach agreement, but only for compelling legal, fiscal or organizational reasons (Title 5, 53203d2-[d][2]).~~

~~Alternately, when mutual agreement is not reached the Academic Senate and college administration disagree on an academic or professional matter, the Academic Senate(s) may (a) consult with the Chancellor and/or (b) place the issue on the Board of Trustee's agenda through the Chancellor's office.~~

~~The Board of Trustees and the Academic Senate(s) shall develop policies on other academic and professional matters as mutually agreed upon between the Board of Trustees and the Academic Senate(s).~~

~~Each eCampus college shall shall develop procedures whereby the Academic Senate(s) and representatives of the Board of Trustees college administration may address academic and professional matters in an expeditious manner.~~

~~The Board of Trustees, or its designee, and the Academic Senate(s) will review and, if necessary, revise this policy after one (1) year, to wit, October, 1994. every five years.~~

Coast Community College District
BOARD POLICY
Chapter 5a
Certificated Employees Personnel Policies

BP 7837 Faculty/Academic Senate Role in Governance

The Board of Trustees and the administration of the Coast Community College District recognize and respect the Academic Senates of Orange Coast College, Golden West College, and Coastline Community College as the governance bodies of the Colleges representing faculty on academic and professional matters (Title 5, 53200[b]). Faculty members derive their authority from their expertise as teachers and subject matter specialists and from their status as professionals.

The Board of Trustees of the Coast Community College District, or such representatives as it may designate, will rely primarily upon the advice and judgment of the Academic Senate(s) in developing policies involving the following academic and professional matters (numbering sequence parallels Section 53200(c) of Title 5):

1. Curriculum, including establishing prerequisites and placing courses within disciplines
2. Degree and certificate requirements
5. Standards or policies regarding student preparation and success
4. Educational program development
7. Faculty roles and involvement in accreditation processes, including self-study and annual reports
8. Policies for faculty professional development activities
9. Processes for program review.

On these matters, when the Board elects to rely primarily upon the advice and judgment of the Academic Senate, the recommendation of the Senate will normally be accepted, and only in exceptional circumstances and for compelling reasons will the recommendations not be accepted.

The Board of Trustees of the Coast Community College District, or such representatives as it may designate, will reach mutual agreement with the representatives to the Academic Senate in developing policies regarding the following academic and professional matters (numbering sequence parallels Section 53200(c) of Title 5):

3. Grading policies
6. District and College governance structures, as related to faculty roles
10. Processes for institutional planning and budget development
- +1. Other academic and professional matters as mutually agreed upon.

In instances where the Board of Trustees and the Academic Senate(s) cannot reach

mutual agreement, existing policy shall remain in effect unless continuing with such policy exposes the District to legal liability or causes substantial fiscal hardship. In cases where there is no existing policy, or in cases where the exposure to legal liability or substantial fiscal hardship requires existing policy to be changed, the Board of Trustees may act, after a good faith effort to reach agreement, but only for compelling legal, fiscal, or organizational reasons (Title 5, 53203d2).

An Academic Senate may assume such responsibilities and perform such functions as may be delegated to it by the Board of Trustees or its designee. The appointment of faculty members to serve on college committees shall be made, after consultation with the Chancellor or designee, by the Academic Senate (Title 5, 53203(f)).

Administrative Retreat Rights. The Board of Trustees, in making its determination, is to rely primarily on the advice and judgment of the Academic Senates to determine the minimum qualifications of an administrator seeking faculty status. These procedures are to be mutually agreed upon between the Board of Trustees and the Academic Senates (California Education Code § 87458 and Board Policy 050-1-16).

Curriculum Committee. The composition of the Curriculum Committee is to be established through mutual agreement between the Academic Senate and management (Title 5 Code of Regulations § 55002(a)(1)).

Equivalencies. Equivalencies to minimum qualifications process, criteria, and standards are to be agreed upon by the Board of Trustees or designee and the Academic Senates (California Education Code § 87359).

Faculty Hiring. Faculty hiring criteria, policies, and procedures are to be agreed upon by the Board of Trustees or designee and the Academic Senates (California Education Code § 87360).

Adopted May 5, 1993

(Tentative: Adopted May 18, 2011)

Replaces CCCD Policy 060-1-10, Spring 2011

Administrative Procedures

While consulting collegially, the Academic Senate shall retain the right to meet with or appear before the Board of Trustees with respect to its views and recommendations. In addition, after consultation with the administration, the Academic Senate may present its recommendations to the Board of Trustees (Title 5, 53203).

Although the Academic Senates may directly communicate with the Board of Trustees, each Academic Senate shall follow its own campus procedures for making recommendations and addressing concerns. Whenever the recommendations and/or issues of concern do not reach satisfactory response or resolution at the college level, the Academic Senate may request the consideration, assistance, and leadership of the

Chancellor on the matter. If the Chancellor is unable to respond or produce satisfactory results, the Academic Senate may communicate directly with the Board of Trustees and may express the concern in the form of a resolution. Alternately, when the Academic Senate and college administration disagree on an academic or professional matter, the Academic Senate may (a) consult with the Chancellor and/or (b) place the issue on the Board of Trustees' agenda.

Each college shall develop procedures whereby the Academic Senate and college administration may address academic and professional matters in an expeditious manner.

The Board of Trustees, or its designee, and the Academic Senate(s) will review this policy every five years.

